

**A. Form 470 #245730001240230 Posted for
PEPPM's 2015 Pennsylvania Product Line
Bid (FCC #1)**

Schools and Libraries Universal Service Description of Services Requested and Certification Form 470

Estimated Average Burden Hours per Response: 3 hours

This form is designed to help you describe the eligible services you seek so that this data can be posted on the Fund Administrator Internet Site and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this form.

Form 470 Application Number: 245730001240230	Applicant's Form Identifier: PEPPM 2015
Application Status: CERTIFIED	Posting Date: 08/15/2014
Allowable Contract Date: 09/12/2014	Certification Received Date: 08/18/2014

Block 1: Applicant Address and Information

1 Name of Applicant:
CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

2 Funding Year: 2014 (Funding years run from July 1 through the following June 30)

3 Entity Number: 125853

4a Street Address, P.O.Box, or Route Number:
90 LAWTON LANE

City: MILTON State: PA Zip Code: 17847 -0000

4b Telephone Number: (570) 523 -1155

4c Fax Number: (570) 524 -7104

5a Eligible Entities That Will Receive Services:

Check the ONE choice in **5a** that best describes the eligible entities that will receive the services described in this form. You will then list in **Item 15** the entity/entities that will pay the bills for these services.

- ☐ Individual School (individual public or non-public school)
- ☐ School District (LEA; public or non-public [e.g., diocesan] local district representing multiple schools)
- ☐ Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- ☐ Consortium (intermediate service agencies, states, state networks, consortia of schools and/or libraries)
- ☒ Statewide application for (enter 2-letter state code) PA
representing (check all that apply)
- ☒ All public schools/districts in the state
- ☒ All non-public schools in the state
- ☒ All libraries in the state

5b Recipient(s) of Services - Check all that apply:

- ☒ Private ☒ Public ☒ Charter
- ☐ Tribal ☒ Head Start ☐ State Agency

5c Number of eligible entities for which services are sought: 1300

Block 1: Applicant Address and Information (continued)

6a Contact Person's Name:

Dave Manney

If the Contact Person's Street Address is the same as **Item 4a** above, check here. ☐ If not, complete Item 6b.

6b Street Address, P.O.Box, or Route Number:

NOTE: USAC will use this address to mail correspondence

90 LAWTON LANE

City: MILTON State: PA Zip Code: 17847 -0000

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

☒ **6c** Telephone Number: (570) 523 -1155 Ext. 2174

☐ **6d** Fax Number:

☐ **6e** E-Mail Address: dmanney@peppm.org

Re-enter E-mail Address: dmanney@peppm.org

If a consultant is assisting you with your application process, please complete Item 7 below:

7 Consultant Name:

Name of Consultant's Employer:

Consultant's Street Address:

City: State: Zip Code:

Consultant's Telephone Number: Ext.

Consultant's Fax Number:

Consultant's E-mail Address:

Re-enter E-mail Address:

Consultant Registration Number:

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Phone Number: (570) 523-1155

Block 2: Summary Description of Needs or Services Requested

8 Priority One Services (Telecommunications and/or Internet Access)

If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.

a ☐ YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at:

or via (check one) ☐ the contact person in Item 6 or ☐ the contact person listed in Item 12

Your RFP Identifier:

b ☐ NO, I have not released and do not intend to release an RFP for any of these services.

Whether you check YES or NO, you must list below the Priority One Services you seek. Specify each service or function (e.g., voice service, monthly Internet access service, etc) and quantity and/or capacity (e.g., for voice service, 20 existing lines plus 10 new ones, or for monthly Internet access service, for 500 users).

9 [Reserved]

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Phone Number: (570) 523-1155
10 Internal Connections Other Than Basic Maintenance	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at: http://www.peppm.org/bids/product/default.htm or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:	
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for any of these services.	
Whether you check YES or NO, you must list below the Internal Connections services you seek. Specify each service (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students).	
Service	Quantity and/or Capacity
This RFP is for the new PEPPM Master Contract for internal connections and various technology equipment, maintenance and installation as outlined in the RFP available at: http://www.peppm.org/bids/product/default.htm . See also Item 13	Statewide RFP for all eligible entities for eligible products/services.
11 Basic Maintenance of Internal Connections	
<i>If you check YES to indicate you have a Request for Proposals (RFP) that specifies the services you are seeking, your RFP must be available to all interested bidders for at least 28 days. If your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i>	
a <input checked="" type="checkbox"/> YES, I have released or intend to release an RFP for one or more of these services. It is available or will become available on the Internet at: http://www.peppm.org/bids/product/default.htm or via (check one) <input type="checkbox"/> the contact person in Item 6 or <input type="checkbox"/> the contact person listed in Item 12 Your RFP Identifier:	
b <input type="checkbox"/> NO, I have not released and do not intend to release an RFP for any of these services.	
Whether you check YES or NO, you must list below the Basic Maintenance services you seek. Specify each service (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers).	
Service	Quantity and/or Capacity
This RFP is for the new PEPPM Master Contract for internal connections and various technology equipment, maintenance and installation as outlined in the RFP available at: http://www.peppm.org/bids/product/default.htm . See also Item 13	Statewide RFP for all eligible entities for eligible products/services.

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Phone Number: (570) 523-1155

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This person does not need to be the contact person(s) listed in Item 6 nor the Authorized Person who signs this form.

Name:

Title:

Telephone Number:

Fax Number:

Email Address:

Re-enter E-mail Address:

13 ☒ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures and/or provide an Internet address where they are posted and a contact name and telephone number.

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

This RFP is for the new PEPPM contract for internal connections, installation, maintenance and various other technology equipment lines. The contract will begin on January 1, 2015. Interested vendors may obtain copies of all bid documents free online by completing the Supplier Registration form accessed at <http://www.peppm.org/bids/product/default.htm>. For more information, including a guide on how to use the electronic bidding system, they can visit the www.peppm.org web site or contact Dave Manney at (570) 523-1155 x2174 or dmanney@peppm.org. Please note the addition of a process to add E-rate eligible equivalent product lines that are not included in this bid. Vendors interested in adding product lines should note the specific requirements and timeline for doing so. An additional 28 days will be added to the bid response deadline should any E-rate eligible products be added to the Request for Proposals. Please note that all eligible schools and libraries will be billed entities under this contract. Item 15 does not contain the functionality to list every school and library as billed entities and we want to make certain that vendors are aware of this fact.

Block 3:

14. [Reserved]

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Contact Phone Number: (570) 523-1155

Block 4: Recipients of Service

15 Billed Entities

List the entity/entities that will be paying the bills directly to the provider for the services requested in this form. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this FCC Form 470. Attach additional pages if needed.

Entity Number	Entity Name
125853	CENTRAL SUSQUEHANNA INTERMEDIATE UNIT

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Contact Phone Number: (570) 523-1155

Block 5: Certifications and Signature

16 I certify that the applicant includes: (Check one or both.)

a ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools (including, but not limited to elementary and secondary schools, colleges, and universities).

17 ☒ I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, or an SLD-certified technology plan approver, prior to the commencement of service.

☐ Or I certify that no technology plan is required by Commission rules.

18 ☒ I certify that I will post my FCC Form 470 and (if applicable) make any applicable RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

19 ☒ I certify that I will retain required documents for a period of at least five years (or whatever retention period is required by the rules in effect at the time of this certification) after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

20 ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

21 ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have considered what financial resources should be available to cover these costs.

22 ☒ I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

23 ☒ I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

24 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.	
Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Contact Phone Number: (570) 523-1155
25 Signature of authorized person: <input checked="" type="checkbox"/>	26 Date: 08/15/2014
27a Printed name of authorized person: Kevin Singer	
27b Title or position of authorized person: Executive Director <input type="checkbox"/> Check here if the consultant in Item 7 is the Authorized Person.	
27c Street Address, P.O. Box, Route Number, City, State, Zip Code: 90 LAWTON LANE City: Milton State: PA Zip Code: 17847	
27d Telephone Number of Authorized Person: (570) 523-1155	
27e Fax Number of Authorized Person:	
27f E-mail Address of Authorized Person: ksinger@csiu.org Re-enter E-mail Address: ksinger@csiu.org	
27g Name of Authorized Person's Employer: Central Susquehanna Intermediate Unit	
Service provider involvement with preparation or certification of an FCC Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the Schools and Libraries area of the USAC web site at www.usac.org/sl or call the SLD Client Service Bureau at 1-888-203-8100.	

Entity Number: 125853	Applicant's Form Identifier: PEPPM 2015
Contact Person: Dave Manney	Phone Number: (570) 523-1155

NOTICE: In accordance with Section 54.503 of the Federal Communications Commission's rules, certain schools and libraries ordering services that are eligible for and seeking universal service discounts must file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.503(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended, 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.503. Schools and libraries must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your form without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, *et seq.*

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

FCC Form 470
July 2014[New Search](#)[Return To Search Results](#)

**B. The PEPPM 2015 Pennsylvania Product
Line Contracts (effective on January 1, 2015
and valid through December 31, 2017)
(FCC #2)**



Central Susquehanna Intermediate Unit



PEPPM 2015 Product Line Bid

Pennsylvania Contract Documentation

Bid # 527029

Contract Start Date: January 1, 2015

PEPPM 2015 Bid Award List for Pennsylvania

Awarded November 19, 2014

Product Line	Product Line Description	Awarded Vendor
3D Systems, Inc.	3D printers	Technology Education Concepts, Inc.
A+ Mobile Solutions	Mobile lab stations, teacher stations and accessories	A+ Mobile Solutions
Absolute Software	Endpoint security and management solutions software for computers, laptops and devices	En-Net Services, LLC
Adtran, Inc.	Networking and Unified Communications/VOIP solutions	ADTRAN
Aerohive Networks	Wireless LAN products	Aerohive Networks
Alcatel-Lucent	Communications and networking solutions	Alcatel-Lucent USA, Inc.
Allied Telesis, Inc.	Networking products	En-Net Services, LLC
Alvarado	Turnstiles	A+ Technology and Security Solutions, Inc.
AMX	Control and automation, switching, AV signal distribution, and digital signage	Dagostino Electronic Services, Inc.
Apple Computer, Inc.	Hardware, software, related services and other branded products	Apple, Inc.
Arecont Vision	Video surveillance cameras and equipment	Sage Technology Solutions, Inc.
Asus Computer International, Inc.	Hardware, software, related services and other branded products	Asus Computer International, Inc.
Atlona Technologies	Analog and digital connectivity solutions	Sage Technology Solutions, Inc.
Bogen Communications, Inc.	Audio products and systems	The Hite Company
ByteSpeed Computers	Hardware, software, related services and other branded products	ByteSpeed, LLC
Califone International	School based computer and audio products	JP Lilley & Son, Inc.
Canon USA - Copiers	Copiers, fax, multi-function printers and micrographic products	Canon U.S.A., Inc.
Checkpoint	Firewall and security products	ePlus Technology, Inc.
Cisco	Networking, security and telecommunication products	ePlus Technology, Inc.
Comprehensive	Cabling products	JP Lilley & Son, Inc.
Concensus Technologies	Identity management software solutions and related services	Concensus Technologies
Cyclone Products, Inc.	Computer security locks, cables, anti-theft anchoring systems and protective cases for laptops, iPads, tablets and chromebooks	Cyclone Product, Inc.
Dell	Hardware, software, related services and other branded products	SYNNEX Corporation
Denaq, Inc.	Batteries and power adapters for laptop computers, digital cameras and camcorders	Denaq
Digium	Telecommunication products	Dauphin DataCom
DMSI	Fiber cable and connectors	En-Net Services, LLC
Double Robotics	Visual communications and robotic solutions	ESSDACK
Dukane - Audio/Visual	Audio video products	Camcor, Inc.
EarthWalk	NetWize systems and notebooks	EarthWalk Communications, Inc.
Eaton	Power distribution, protection, and infrastructure products	En-Net Services, LLC
Egan TeamBoard, Inc.	Electronic whiteboards	Egan TeamBoard, Inc.
EIZO	Monitors	En-Net Services, LLC
Elmo Manufacturing Corporation	Visual imaging equipment, presenters and overhead projectors	Camcor, Inc.

Product Line	Product Line Description	Awarded Vendor
ESET, LLC	Security software	IntegraONE
ETR	Video on demand	A+ Technology and Security Solutions, Inc.
Exinda Networks	WAN optimization and application acceleration products	Exinda
ezRouter	CNC routers/CNC plasma cutters	Allegheny Education Systems
FireEye	Malware security solutions	Carahsoft Technology Corporation
Forest Scientific Corporation	CNC routers, plasma cutters, mill and lathe machines and control upgrades	Forest Scientific Corporation
Front Row	Classroom amplification systems	Pivotal Communications Group, LLC
Fujitsu - Computers	Hardware, software, related services and other branded products	En-Net Services, LLC
Fujitsu - Scanners/Drives	Scanners, hard drives and optical drives	En-Net Services, LLC
Genetec	Access control products and video surveillance hardware and software	Communication Systems, Inc.
GN Netcom/Jabra	Headsets and telephony devices	Cxtec
Hann Manufacturing, Inc.	Computer and lab furniture	Hann
Hatch, Inc.	Computer learning center solutions and other early childhood education products	HATCH, Inc.
Heartland School Solutions	Food service software, hardware and payment solutions	Heartland Payment Systems, Inc.
HIKvision USA, Inc.	Digital video surveillance equipment	App-Techs Corporation
Honeywell Security Group Products	Security, access control, fire and intrusion detection systems, etc.	Communication Systems, Inc.
Identicard Systems	Photo identification products	A+ Technology and Security Solutions, Inc.
Infoblox	Network management and security solutions	ePlus Technology, Inc.
Interactive Services Group, Inc.	Mobile device comprehensive maintenance and repair services	Interactive Services Group, Inc.
IPVideo Corporation	Video management solutions and physical security information management	IPVideo Corporation
Iqinvision	IP cameras	Sage Technology Solutions, Inc.
Ironwood Manufacturing	Technology furniture	Ironwood Manufacturing
ISE	Lecterns, computer and classroom furniture, and ergonomic workspace products	ISE, Inc.
Isonas	Panel-less IP access control	App-Techs Corporation
Kanguru	Secure flash drives, duplicators and hard drives	En-Net Services, LLC
Kyocera - Copiers	Copiers, multifunction devices and software	Phillips Office Solutions
Labsonic	Headphones and listening centers	ACP Direct
Leviton	Lighting, electrical controls and devices	The Hite Company
Liebert	Power, cooling and monitoring solution and services	Liebert Corporation
Lightspeed Technologies, Inc.	Classroom amplification systems	Lightspeed Technologies, Inc.
Lithonia	Lighting products	The Hite Company
LTS Security, Inc.	Video recorders, IP cameras and accessories	KIT Communications
Luidia, Inc.	Portable interactive solutions for classroom	Teracat Data Solutions
Markant	Computer and classroom furniture	Markant
Meru Networks	Wireless networking products	Meru Networks, Inc.
Microsoft - Hardware	Tablets and other branded hardware	SYNNEX Corporation

Product Line	Product Line Description	Awarded Vendor
Milestone Systems, Inc.	IP video management software	App-Techs Corporation
Mitel, Inc.	Video conferencing, telephony and communication equipment	Inter-Tel Business Informations Systems, Inc.
MobileIron	Mobile device management software	ePlus Technology, Inc.
Mobotix	Video surveillance cameras	App-Techs Corporation
Ncomputing, Inc.	Terminals and software	FireFly Computers, LLC
NCS Technologies, Inc.	Hardware, software, related services and other branded products	NCS Technologies, Inc.
NEC - Servers	Hardware, software, related services and other branded products	U-Combination Technology
NEC - Telecommunications	Telecommunications equipment	Guyette Communication Industries Corporation
NetGear	Networking products	En-Net Services, LLC
NetIQ	Data center software	En-Net Services, LLC
Nimble Storage	Storage systems, software and services	Carahsoft Technology Corporation
Novell, Inc.	Operating systems and desktop deployment software	En-Net Services, LLC
Oce	Copiers, fax, multi-function printers and micrographic products	Canon U.S.A., Inc.
Otter Box	Protective cases	En-Net Services, LLC
Palo Alto	Next-generation firewalls and security software	ePlus Technology, Inc.
Paragon Furniture	Technology furniture	Paragon Furniture
Peerless	Television/electronic board mounts and projector brackets	JP Lilley & Son, Inc.
Pelco	Video and security systems	NRG Controls North, Inc.
Plantronics	Headsets and telephony devices	Cxtec
Primus Cable	Structured IT cabling system	KIT Communications
Promethean	Interactive whiteboards and classroom technology solutions	Promethean, Inc.
Pure Storage	Storage systems, backup, software and services	ePlus Technology, Inc.
Red Hat, Inc.	Open source enterprise operating system software	SYNNEX Corporation
Renaissance Learning, Inc.	Cloud-based assessments, reading and math practice and intervention programs, and professional development services	Renaissance Learning, Inc.
Rugged Protection	Student Series iPad and tablet cases, chromebook cases and MFI wired keyboards	RUGGED PROTECTION, LLC
SA International	EnRoute software	Forest Scientific Corporation
SAFARI Montage	Multimedia distribution systems	SAFARI Montage
Sierra Media Services, Inc.	Digital media asset management and workflow automation solutions	Sierra w/o Wires, Inc.
SISCO	Visitor management systems	A+ Technology and Security Solutions, Inc.
SMART Technologies	Interactive whiteboards and classroom technology solutions	SMART Technologies Corporation
Smoothwall	Web security products	Smoothwall, Inc.
Sophos, Inc.	Antivirus and internet content security products	Sophos, Inc.
Steelcase	Interactive whiteboards, library/computer furniture and classroom technology solutions	Steelcase, Inc
TeachLogic	Infrared wireless audio products and cabinetry	Sage Technology Solutions, Inc.
Telecor	Intercom, public address, and master clock systems	Telecor, Inc.
Universal Laser Systems	Laser engraver/cutters	Forest Scientific Corporation

Product Line	Product Line Description	Awarded Vendor
Urban Armor Gear	Protective cases for phones and tablets	En-Net Services, LLC
Vicon Industries, Inc.	Video surveillance equipment and software	Vicon Industries, Inc.
Video Insight, Inc.	IP video surveillance products	Video Insight, Inc.
Wasp	Bar code hardware and software	En-Net Services, LLC
Websense	Content filtering and security products	ePlus Technology, Inc.
WePresent	Wireless presentation systems	Pivotal Communications Group, LLC
Xerox Corporation - Copiers	Copiers, multifunction devices, production systems and software	Xerox Corporation
Xi3, Inc	Hardware, software, related services and other branded products	Xi3 Corporation

PEPPM 2015 Bid Award List for Pennsylvania

Awarded December 17, 2014

Product Line	Product Line Description	Vendor
6Connect	Network management platform	Walker and Associates, Inc.
ACE Computers	Hardware, software, related services and other branded products	Ace Computers
Acer	Hardware, software, related services and other branded products	ePlus Technology, Inc.
Adobe Systems, Inc.	Multimedia, creativity and Internet application software	Logisoft
Airwatch	Mobile device management software	Carahsoft Technology Corporation
Amatrol	Learning system hardware and software	Allegheny Education Systems
Amazon.com, Inc	Hardware, software, related services and other branded products	Emergent 360
AngelTrax	Video surveillance solutions	AngelTrax
APC	Power protection products	ePlus Technology, Inc.
App-Techs Corporation	Network video and digital video recorders	App-Techs Corporation
Arista Networks	Networking products	Carahsoft Technology Corporation
Aruba Networks Corporation	Networking and security products	VectorUSA
Audio Enhancement	Audio amplification products	Audio Enhancement
AVAST	Antivirus products	SYNNEX Corporation
Avaya	Converged voice and data communications networks and applications	Avaya, Inc.
Avigilon	IP cameras and video management systems	PSX, Inc.
Avizia, Inc.	Video conference solutions for education	EC America, Inc.
AVRover	Portable presentation systems	AVRover
Axiom	Memory, storage, network hardware, flash and battery products	SYNNEX Corporation
Axis Communications	IP video surveillance products	Dagostino Electronic Services, Inc.
B&B Electronics	Data communications	En-Net Services, LLC
Barracuda	Network security, web security, application delivery, email security and storage	Barracuda Networks, Inc.
Belkin	Networking, connectivity products and accessories	En-Net Services, LLC
Berktek	Cabling products	VectorUSA
Black Box Network Services	Communications and infrastructure solutions	Unistar-Sparco Computers, Inc.
Bluecoat Systems	Filtering and security products	Comm Solutions Company
Bosch/Philips	Video surveillance and digital recording equipment	SYNNEX Corporation
Boxlight Corporation	Presentation systems	Boxlight, Inc.
Bradford Networks	Network access control products	Bradford Networks
Bretford Furniture Manufacturing	Computer and classroom furniture	Bretford Manufacturing, Inc.
Brocade	Networking products	VectorUSA
Cables2Go	Cables and connectors	Whalley Computer Associates, Inc.
CABLExpress	OEM compatible networking accessories, cabling and other branded products	CXtec

Product Line	Product Line Description	Vendor
Chief Manufacturing	Ceiling mounts and CoPilot classroom multimedia systems	SYNNEX Corporation
Citrix	Virtualization and server/network system software	ePlus Technology, Inc.
ClassLink, Inc.	Personal cloud desktop, student administration and curriculum management system	ClassLink, LLC
Clear Touch Interactive	Interactive panel and displays solutions	Clear Touch Interactive
Copper Cables Direct	Copper cables and connectors	En-Net Services, LLC
Crestron	Video and audio control systems	Dagostino Electronic Services, Inc.
Da-Lite	Presentation products	SYNNEX Corporation
Data Management, Inc.	TimeClock Plus - automated time and attendance products	Data Management, Inc.
Datamation Systems	Security cabinets, carts and asset tags	School Tech Supply
D-Link	Networking products	D-Link Systems, Inc.
EiKi	Audio video products	Sage Technology Solutions, Inc.
eInstruction	Interactive white board and classroom technology solutions	Turning Technologies, LLC
EMC Corporation	Storage systems, backup, software and services	EMC Corporation
Epilog Laser	Laser engravers	Allegheny Education Systems
Epson America, Inc.	Printers, projectors, scanners and accessories	Epson America, Inc.
Ergotron	Mounting and mobility products for monitors, laptops, tablets, flat panels and TVs	En-Net Services, LLC
e-Systems Group, LLC	IT Infrastructure including racks, power, cooling, containment, computer furniture and IT services	E-Systems Group, LLC
EverFocus	Surveillance cameras and DVRs	Schaedler Yesco Distribution
Exacq	Video surveillance software	KIT Communications
Extreme Networks	Networking products	Extreme Networks, Inc.
F5 Networks	Applications security, availability and optimization hardware and software	ePlus Technology, Inc.
Fidelis	Cybersecurity products and solutions	ePlus Technology, Inc.
Food Service Solutions, Inc.	Food service hardware and software	Food Service Solutions, Inc.
Fortinet	Network security appliances	VectorUSA
GCC America, Inc.	Laser engravers, laser cutters, cutting plotters, and large to grand format digital printers	Technology Education Concepts, Inc.
Greene Mfg., Inc.	School, computer and laboratory furniture	Greene Manufacturing, Inc.
Hewlett Packard - Computers	Desktops, laptops, tablets, software and related services	SYNNEX Corporation
Hewlett Packard - Printers/Imaging	Printers, scanners, multifunction devices, and supplies	SYNNEX Corporation
Hewlett Packard - Servers/Networking	Servers, storage systems, backup, networking, security, telecommunication products, software and related services	SYNNEX Corporation
Hitachi America, LTD	Video projection equipment	Hitachi America, LTD
Hitachi Cable America	Premise and fiber optic cable	Hite Company
Hubbell	Cabling products	Schaedler Yesco Distribution
iBoss Web Filters	Internet content security appliances	iBoss Network Security
ICON Cloud Solutions, LLC	Hosted voice services	Icon Cloud Solutions, LLC
Imation	Storage and data security products	En-Net Services, LLC
Imperva	Application data security	ePlus Technology, Inc.

Product Line	Product Line Description	Vendor
Insystech, Inc.	TEAMS - the education assets management	Insystech, Inc.
Interior Concepts	Computer and classroom furniture	Interior Concepts
Interphase Corporation	Penveu Interactive display system	Interphase Corporation
Iogear	Cases, switches, KVM	En-Net Services, LLC
Juniper	Networking and security products	Data Networks
Kaspersky	Anti-virus, malware and endpoint security software	IntegraONE
Ken-A-Vision	Document cameras	Teracat Data Solutions
LAM Systems, Inc.	Hardware, software, related services and other branded products	GDC IT Solutions
Lantronix	Data center solutions	En-Net Services, LLC
LearnPad, Inc.	Educational tablets, cloud management/supervision system and technology solutions	LearnPad, Inc.
Lenel	Access control products and IP video management solutions	Integrated Security Systems, LLC
Lenovo	Hardware, software, related services and other branded products	ePlus Technology, Inc.
Lexmark International, Inc.	Copiers, printers, fax and multi-function products	Lexmark International, Inc.
LG Electronics	TV/audio/video products, monitors, projectors, notebooks and optical media products	ePlus Technology, Inc.
LifeSize Communications, Inc.	HD video conferencing equipment	SYNNEX Corporation
Lightspeed Systems	Internet security products	School Tech Supply
Lumension	Device control and patch management	En-Net Services, LLC
MakerBot	Desktop 3D printer	Whalley Computer Associates, Inc.
McAfee, Inc.	Network analysis, antivirus and security software	ePlus Technology, Inc.
Meraki, Inc.	Cloud-managed wireless networks	DISYS Solutions, Inc.
Middle Atlantic Products	Racks, cabinets, enclosures and accessories	Schaedler Yesco Distribution
MiEN Company	Technology and classroom furniture	MiEN Company
Mimio	Interactive whiteboards, software and accessories	Whalley Computer Associates, Inc.
NetApp	Storage systems, backup, software and services	NetApp, Inc.
Next Level Security Systems	Network video and access solution	Carahsoft Technology Corporation
Nova Solutions, Inc.	Lecterns, computer and classroom furniture	Nova Solutions, Inc.
Nutanix	Virtual storage products	En-Net Services, LLC
Oki Data	Copiers, printers, fax and multi-funtion products	Whalley Computer Associates, Inc.
ONfinity	Portable interactive presentation systems	AVRover
OnSSI	IP video surveillance and security software	VectorUSA
Optoma Technology, Inc.	Projection equipment	Total Video Products, Inc.
Oracle America, Inc.	Relational database management systems, servers and storage products	Mythics, Inc.
Panduit Corporation	Cabling, raceway, jacks and patch panel equipment	Dauphin DataCom
Pathway Innovation and Technologies	Cameras, software and accessories	School Tech Supply
PCS Revenue Control Systems, Inc.	Food service management solutions	PCS Revenue Control Systems, Inc.
PolyCom	Video conferencing equipment	VectorUSA

Product Line	Product Line Description	Vendor
Primex	Wireless synchronized time systems	Primex Wireless, Inc.
Rapidcare	Hardware maintenance program	CXtec
Rauland-Borg	Communication systems	Rauland-Borg Corporation
Rocky Mountain RAM	Memory products	Rocky Mountain Ram
RSA Security	Security products	EMC Corporation
Ruckus Wireless, Inc.	Wireless networking products	Ruckus Wireless, Inc.
S2 Security	Security management and electronic access control products	PSX, Inc.
Samsung - Enterprise Products	Printers/MFPs, displays, large format displays, notebooks, tablets, chromebooks, memory and storage	SYNNEX Corporation
Samsung - Security Products	Video surveillance and recording products	Dagostino Electronic Services, Inc.
Sapling, Inc.	Clocks	Sapling Company
Scale Computing	Clustered IT infrastructure products	Whalley Computer Associates, Inc.
SDC Security	Access control products and lock hardware	A+ Technology and Security Solutions, Inc.
Seal Shield	Protective waterproof peripherals	SYNNEX Corporation
Sensor Switch	Network capable products for lighting	Dauphin DataCom
Seon Design, Inc.	Video surveillance systems for school bus and public transit	Seon Design
Sharp - Copiers	Copiers, fax, multi-function printers and micrographic products	Sharp Electronics Corporation
Sharp - Professional Displays/Monitors	Professional displays/monitors	Sharp Electronics Corporation
ShoreTel	Voice over IP products	ShoreTel
Silicon Mountain Memory	Memory products	Silicon Mountain Memory
Sony Electronics - Professional	LCD projectors, plasma monitors, professional VCR's and cameras	Sony Electronics, Inc.
Spectrum Industries, Inc.	Lecterns, computer and classroom furniture	Spectrum Industries, Inc.
Splunk	Security management and assessment tools	ePlus Technology, Inc.
Status Solutions	Emergency response solutions	Integrated Security Systems, LLC
Stratasys	Dimension 3D printers	Allegheny Education Systems
Sunburst Digital	Educational curriculum online resources and software	Sunburst Digital, Inc.
Symantec	Remote access, anti-virus utility hardware and software, backup internet security	Logisoft
TAC/Schneider Electric	Building automation products	NRG Controls North, Inc.
Tangent Computer	Hardware, software, related services and other branded products	Tangent Computer, Inc.
TAPit	Touch accessible platform for interactive technology	Westminster Technologies, Inc.
Targus Group International	Computer carrying cases and accessories	SYNNEX Corporation
Teachscape	Professional development, teacher evaluation, coaching and induction products	Teachscape
Tech4Learning, Inc.	Educational software	Tech4Learning, Inc.
Techno, Inc.	CNC routers, mills, lathes, plasma cutting systems and curriculum	Allegheny Education Systems
Tegile	Storage products	Tegile Systems, Inc.
TekVisions, Inc.	Touch screen point of sale terminals, carts, pin pad and cash drawers	TekVisions, Inc.
TOA Electronics, Inc.	Audio and security products	Sage Technology Solutions, Inc.

Product Line	Product Line Description	Vendor
Toledo Furniture	Classroom computer furniture	Toledo Furniture, Inc.
Toshiba - Computers	Hardware, software, related services and other branded products	Toshiba America Business Solutions, Inc.
Toshiba - Telecommunications	Converged IP, IP and Cloud Telecommunications Systems	Toshiba America Information Systems, Inc.
Trend Micro	Antivirus and internet content security products	ePlus Technology, Inc.
Trident Case	Cases and accessories for tablets, mobile devices and other hardware	Logisoft
Turning Technologies, LLC	Student response systems	Turning Technologies, LLC
Unitrends	Backup, data protection and disaster recovery appliances	Unitrends, Inc.
Universal Seating	Food court furniture and digital signage	Universal Seating Company
Valcom	Paging, intercom and notification systems	Dauphin DataCom
VBrick Systems, Inc.	Video audio decoders, VOD server systems	EC America, Inc.
Veeam	Backup and replication software	ePlus Technology, Inc.
Vernier Software & Technology, LLC	Interfaces, sensors, accessories, software, lab manuals	Vernier Software & Technology, LLC
Versa Tables	Computer and classroom furniture	VersaTables.com
Vertical Communications	Telecommunications equipment	Vertical Communications, Inc.
ViewSonic	Displays, projectors, handhelds and presentation accessories	ViewSonic Corporation
VMware, Inc.	Virtualization products	Carahsoft Technology Corporation
Webtrends	Web, social, and mobile analytics and other software solutions	En-Net Services, LLC
Whitney Brothers	Early childhood computer furniture and classroom solutions	Whitney Brothers
Xirrus	Wireless Networking products	Xirrus, Inc.
Zebra Technologies	Barcode printing and RTLS technology products	En-Net Services, LLC
Zero Cases	Solid cases	En-Net Services, LLC
Zonar Systems	Electronic fleet management hardware and software	Zonar Systems, Inc.

PEPPM Bid Process and Award Details

Awarding Institution:

Central Susquehanna Intermediate Unit
90 Lawton Lane
Milton, PA 17847

Dates of publication of notice inviting bids:

- I. PEPPM 2015 Product Line Bid:
 - I. PA - Aug. 17, 2014; Aug. 18, 2014; Aug. 25, 2014; Aug. 26, 2014; Sep. 2, 2014
 - II. Other States - Aug. 18, 2014; Aug. 19, 2014; Aug. 22, 2014; Aug. 25, 2014; Aug. 26, 2014; Aug. 29, 2014; Sep. 5, 2014

Newspaper of publication:

- I. PEPPM 2015 Product Line Bid:
 - I. The Daily Item, Sunbury, PA; Standard Journal, Milton, PA; The Patriot-News, Harrisburg, PA; The Baltimore Sun, MD; The Times-Union, Albany, NY; The Times of Trenton, Trenton, NJ; USA Today

Date of award:

- I. PEPPM 2015 Product Line Bid: November 19, 2014, December 17, 2014

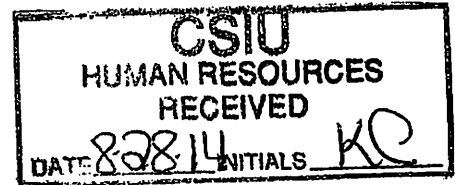
Term of Contract:

- I. PEPPM 2015 Product Line Bid: January 1, 2015 - December 31, 2017

Agencies eligible to purchase in Pennsylvania:

All local education agencies (LEAs), which include school districts, career and technology centers, intermediate units, state-approved private schools providing approved special education programs, nonpublic schools, community colleges, public libraries and state-approved charter schools. Four-year colleges, universities, local and state government agencies, local municipalities and related county/municipal authorities and non-profit entities (with vendor approval and where permissible by statute or regulation) are also eligible PEPPM buyers.

4-00214



Monday August 18 2014

WE HEREBY CERTIFY, that the annexed advertisement of Order No 991091

CSIU
90 Lawton Lane
Milton, PA 17847

was published in "THE BALTIMORE SUN" a daily newspaper printed and published in the City of Baltimore
on Monday August 18 2014

The Baltimore Sun Company,

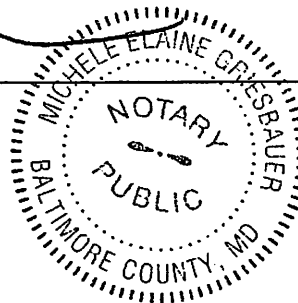
By William Thompson

Subscribed and sworn to before me this 18 day of Aug 2014,

By _____

Michele Elaine

Notary Public
My commission expires 10/8/15
7123



4-00214



Monday August 25 2014

WE HEREBY CERTIFY, that the annexed advertisement of Order No 991091

CSIU
90 Lawton Lane
Milton, PA 17847

was published in "THE BALTIMORE SUN" a daily newspaper printed and published in the City of Baltimore
on Monday August 25 2014

The Baltimore Sun Company,

By

Alison Thompson

Subscribed and sworn to before me this

25 day of Aug 2014,

By

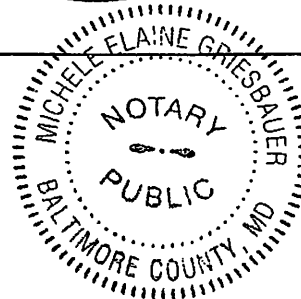
Michelle Elaine

Notary Public

My commission expires

10/9/15

7123



4 - 00215

The Patriot-News Co.
2020 Technology Pkwy
Suite 300
Mechanicsburg, PA 17050
Inquiries 717-255-8213

The Patriot-News
Now you know

CENTRAL SUSQ INTERMEDIATE UNIT
90 LAWTON LANE
ATTN: BUSINESS OFFICE

MILTON

PA 17847

THE PATRIOT NEWS
THE SUNDAY PATRIOT NEWS

Proof of Publication

Under Act No. 587, Approved May 16, 1929
Commonwealth of Pennsylvania, County of Dauphin} ss

Amy Kotula, being duly sworn according to law, deposes and says:

That she is a Staff Accountant of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 2020 Technology Pkwy, Suite 300, in the Township of Hampden, County of Cumberland, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 1900 Patriot Drive, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since.

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/Community Weekly editions which appeared on the date(s) indicated below. That neither she nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That she has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds in and for said County of Dauphin in Miscellaneous Book "M" Volume 14 Page 317.

PUBLICATION COPY

This ad # 0002310973 ran on the dates shown below:

August 17, 2014
August 26, 2014
September 02, 2014

Amy Kotula

Sworn to and subscribed before me this 05 day of September, 2014 A.D.

Sheryl Marie Leggore
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sheryl Marie Leggore, Notary Public
Hampden Twp., Cumberland County
My Commission Expires July 16, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

The Central Susquehanna Intermediate Unit (CSU) may be sealed bids for technology equipment, software, services, supplies and furniture for the SEP PM 2015 program. Vendors are invited to submit bids for technology products in Pennsylvania and potentially other states. Sealed bids submitted electronically are due no later than 4:00 p.m. Eastern Time, Monday, September 22, 2014. Interested vendors may request and access the bid documents online at www.seppm.org. Bids will be received and opened at www.seppm.org or contact Dave Marney at (717) 523-1552 (x174).

Personally appeared before me, the subscriber,
L.F. Machesic, Controller

of the DAILY ITEM PUBLISHING CO., publishers of THE DAILY ITEM, a newspaper of general circulation in Union, Northumberland, Snyder and Montour Counties, the paper in which publication has been directed, who being duly sworn according to law, doth depose and say that said newspaper was established April 15, 1970, and has its place of business at Second & Market Sts., in the city of Sunbury, County of Northumberland, and Commonwealth of Pennsylvania, and that, the Notice, of which the attached is a copy was published in THE DAILY ITEM in the City of Sunbury, County of Northumberland and State of Pennsylvania on the

18th and 25th days of August and the 2nd day of September 2014

that affiant is not interested in the subject matter of the foregoing notice of advertising, and avers that all of the allegations of the statement as to the time, place and character of the publication are true.

L.F. Machesic

Sworn to and subscribed before me
This 2nd day of September A.D. 2014

Diane M. Weir

NOTARIAL SEAL
Diane M. Weir
Sunbury, Northumberland County, PA
My Commission Expires May 5, 2015

State of New Jersey }
Mercer County } ss.

Tamikia Ranney

being duly sworn according to law, on his/her oath says that he/she is a representative from the Legal Advertising Department for The Times Newspapers, a newspaper circulated in the City of Trenton, in the County and State aforesaid, and the deponent further states he/she has personal knowledge that an advertisement, of which the annexed is a true copy, was published in the issue of

8/19, 8/26 2014

Tamikia Ranney

Request for Bids
The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for technology equipment, software, services, supplies and furniture for the PEPPM 2015 program. Vendors are invited to submit bids for technology product sales in Pennsylvania and optionally other states including New Jersey. Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Monday, September 22, 2014. Interested vendors may register to access the bid documents online at www.epylon.com. All New Jersey public and non-public schools may purchase from these awarded contracts. For more information about the bid and where bids will be received and opened, visit www.peppm.org or contact Dave Manney at (570-523-1155 x2174).
8/19/26/14 \$23.20

Sworn and subscribed before me
this 19 day of Sept 2014

Notary Public for N.J.

A004559

MEDINAH Y. JONES
Notary Public, State of New Jersey
My Commission Expires
January 18, 2018

Request for Bids

The Central Susquehanna Intermediate Unit (CSIU) invites sealed bids for technology equipment, software, services, supplies and furniture for the PEPPM 2015 program.

Vendors are invited to submit bids for technology product sales in Pennsylvania and optionally other states including New York. Sealed bids submitted electronically are due no later than 3:00 p.m. Eastern Time, Monday, September 22, 2014. Interested vendors may register to access the bid documents online at www.epylon.com.

All New York public and non-public schools may purchase from these awarded contracts.

For more information about the bid and where bids will be received and opened, visit www.peppm.org or contact Dave Manney at (570-523-1155 x2174).

TU 21 (765723)

S. UZZO
M. J. SAMSON

Stacy Uzzo

of the City of Albany, being duly sworn, says that he/she is Principal Clerk of the TIMES UNION, a daily newspaper printed in the County of Albany, Town of Colonie and published in the County of Albany, Town of Colonie and the City of Albany, a foresaid and that notice of which a printed copy is annexed, has been regularly published in the said **ALBANY TIMES UNION**, 1 times a week for 2 successive weeks, 2 times commencing on the 18TH day of AUGUST, 20 14

STATE of NEW YORK

City and County of Albany

ss:

8/18/14, 8/25/14

Sworn to before me, this 25TH
day of SEPTEMBER, 20 14

Marybeth Snyder
MARYBETH SNYDER
NOTARY PUBLIC, State of New York
Qualified in Albany County
No 01SN5030510
Commission Expires July 18, 2016

Notary Public
Albany County

Central Susquehanna Intermediate Unit Request for Bids

PEPPM 2015 Product Line Bid – Pennsylvania Electronic Bid # 527029

For technology equipment, software, services, supplies, furniture, etc.

Bid Due Date: Monday, September 22, 2014 at 3:00 p.m. Eastern Time

I. Introduction and Bid Overview

I.1 Bid Title

PEPPM 2015 Product Line Bid - Pennsylvania

I.2 Program Name & Description

PEPPM (pronounced PEP-um) is a technology bidding and purchasing program established in 1982 for education agencies. PEPPM is a nationally affiliated group of agencies coordinated by the Central Susquehanna Intermediate Unit (CSIU), a regional educational service agency incorporated by Pennsylvania Legislative Act of 1971, in Pennsylvania. PEPPM has conducted this program under the authority of the CSIU's agreement with the Commonwealth of Pennsylvania, Department of Education (PDE) for the past 32 years. The CSIU shall be referred to throughout this request for bids as "AGENCY."

PEPPM is seeking bids on technology equipment, software, services, supplies, furniture, etc. as outlined in this bid packet. Awards will be made by the CSIU Board of Directors for Pennsylvania. This Pennsylvania bid is named the PEPPM 2015 Product Line Bid - Pennsylvania.

I.3 Organization of Bid Terms and Conditions

The terms and conditions (the "PEPPM Terms and Conditions") for this bid are organized as follows:

- I. Introduction and Bid Overview
- II. Definitions
- III. PEPPM Fees
- IV. Bidder Qualifications
- V. Bid Specifications
- VI. Ordering Procedures and Requirements
- VII. Bid Pricing Specifications
- VIII. Bid Procedures and Directions
- IX. Bid Evaluation and Award Process
- X. Post Award Requirements
- XI. Other Terms and Conditions

I.4 Bid Scope

This is a request for bids for lines of branded technology products, including, but not limited to, items such as computer systems, networking and telecommunications equipment, printers, peripherals, cameras, software, televisions, personal digital assistants, storage products, student

management systems, video recorders, computer and library furniture, copiers, and other branded technology products.

The contracts resulting from this request for bids are not exclusive and the AGENCY reserves the right to conduct future competitive bids for the same or similar products that may be contained in this bid. The bid list may also include products that PEPPM may have awarded as part of a PEPPM Catalog bid and will be allowed to co-exist with those awards.

Awards for this bid will be sole awards to the lowest responsive and responsible bidder.

I.5 AGENCY Issuing Request for Bids

Central Susquehanna Intermediate Unit
90 Lawton Lane
Milton, Pennsylvania 17847
Phone: (570) 523-1155
Fax: (570) 522-0577

I.6 Advertisement of This Request for Bids

AGENCY shall advertise this request for bids for three consecutive weeks in Pennsylvania newspapers – THE HARRISBURG PATRIOT, THE SUNBURY DAILY ITEM, and THE MILTON STANDARD JOURNAL according to Pennsylvania bid statutes. In addition, AGENCY may advertise this request for bids in various newspapers around the country. For a complete list of newspapers go to www.peppm.org. Information about the bid shall also be posted on AGENCY's website (www.peppm.org), and posted to other third-party websites deemed appropriate by AGENCY.

I.7 Bid Due Date

The deadline for the receipt of bids is Monday, September 22, 2014 at 3:00 p.m. Eastern Time. Any bid submitted after 3:00 p.m. will be marked late by the electronic bidding system.

I.8 Bid Opening Date

The bid opening date will be Tuesday, September 23, 2014 at 9:00 a.m. Eastern Time. Bid opening will consist of opening the electronic bid form with a computer and projector in a public setting at 90 Lawton Lane, Milton, Pennsylvania.

I.9 Term of Awarded Contract and Extensions

The term of the awarded Contracts shall commence on January 1, 2015 and continue until December 31, 2017 unless terminated, canceled or extended.

AGENCY reserves the right to extend the bid award beyond December 31, 2017 for a period of up to one year. The extension of this bid will be optional upon the mutual agreement of the AGENCY and the Awarded Vendor.

AGENCY reserves the right to offer month-by-month extensions until a new contract is awarded. These month-by-month extensions of the awarded Contract will be optional upon the mutual agreement of the AGENCY and the Awarded Vendor.

AGENCY reserves the right to require a Contract extension fee of \$200.00 for a one-year extension. The Contract extension fee may be prorated by AGENCY for any extensions of more or less than one-year.

I.10 Electronic Bidding Process

Bids from Bidders are being solicited electronically and bids must be returned electronically through the Epylon bidding system. There is no cost for registering or using the Epylon bidding system. Any potential Bidder must have an account and be able to access the Epylon bidding system for the purpose of bidding. The bidding process involves answering questions, selecting which product lines to bid, adding necessary explanatory attachments in electronic form, filling out an approved template for pricing and quotes, then attaching and identifying the template as being your official prices.

The deadline for the receipt of electronic bids is 3:00 p.m. Eastern Time, Monday, September 22, 2014. Any bid submitted after 3:00 p.m. will be marked late by the electronic bidding system.

No paper documents will be accepted through physical submission. Where physical signatures to certain forms are necessary, the documents should be hand-signed and dated, scanned and uploaded to the electronic bid form. These include the:

- Non-Collusion Affidavit
- PEPPM Bid Quote Sheet
- CSIU and Awarded Vendor Agreement
- PEPPM State Selection Form
- PEPPM Ancillary Services Form (Must include if services are offered for consideration of bid protection)

I.11 Extending Contract Awards to Other States

Although PEPPM is specifically bidding for Pennsylvania (and California LEAs in a separate request for bids), it is PEPPM's intent to allow for "piggybacking" by LEAs that wish to participate in other states. It is PEPPM's plan to make these contracts available to any LEA that meets the following conditions:

- The LEA is an eligible PEPPM buyer as defined in Section I.12 of these PEPPM Terms and Conditions;
- The PEPPM Contracts meet the LEAs bidding requirements and are judged to be a good value by the LEA;
- The Awarded Vendor is willing to extend its PEPPM bid prices and Contract terms to LEAs in the LEA's state; and
- The order is processed according to PEPPM ordering procedures.

Bidders interested in selling to LEAs in states with piggybacking provisions or permissible procurement statutes using PEPPM awarded Contracts should "check" the appropriate area of the Question Section and list all intended states using the PEPPM State Selection Form. A signed and dated PEPPM State Selection Form must be scanned and uploaded to the electronic bid form by the Bid Due Date.

The states listed by the Awarded Vendor in the bid response may be amended during the term of the Contract by mutual agreement between the Awarded Vendor and AGENCY. All PEPPM Terms

and Conditions shall apply. If an Awarded Vendor lists a specific state on the PEPPM State Selection Form and meets all other Contract requirements, that vendor will be the Awarded Vendor whose prices are posted on or within the PEPPM and Epylon websites for that specific state. Where there is a different award in Pennsylvania and California for the same product line, the vendor with the lowest pricing determined by PEPPM's market basket procedure will enjoy the benefit of PEPPM web posting for all other states the Bidder has opted to extend their PEPPM Contract pricing to.

Each Bidder must adhere to the PEPPM Terms and Conditions for all transactions through the program regardless of LEA's state. Please be advised that any of the listed states may have further language or conditions listed with this bid that clarifies the ability of LEAs to piggyback other state contracts like PEPPM. Terms and conditions specific to a state may be listed in an addendum and pertain only to the individual states listed. Other state-specific terms and conditions may be determined after the bid and added as an addendum to the CSIU and Awarded Vendor Agreement. Only Contracts held by Awarded Vendors willing to adhere to these additional state-specific terms and conditions will be listed as available in that state. The state-specific terms and conditions must be adhered to in addition to the PEPPM Terms and Conditions.

When state-specific terms and conditions differ from the PEPPM Terms and Conditions, the state-specific terms and conditions shall prevail with regard to the relationship between the Awarded Vendor and the applicable LEA. The absence of any state-specific terms and conditions should not be construed as tacit approval by the state for purchases through the PEPPM program.

Adherence to other state-specific terms and conditions listed only applies if a Bidder has agreed to extend its PEPPM Contract to LEAs in that specific state.

I.12 Legal Authority and Eligible Buying Agencies

This Pennsylvania bid conducted as the PEPPM program is primarily solicited for Pennsylvania LEAs under Pennsylvania statutes and the authority of the AGENCY'S agreement with PDE. It also is the intent that the Contracts under this bid program be made available for use by LEAs in all 50 US states, Washington DC and Puerto Rico, to the fullest extent permitted by law, as the same may be amended from time to time. To the fullest extent permitted by law, as the same may be amended from time to time, eligible LEAs include, without limitation:

- public school districts;
- area vocational technical schools (AVTS units);
- intermediate units;
- BOCES;
- state-approved private schools;
- public libraries;
- non-public schools;
- state-approved charter schools;
- community colleges;
- any new public school districts, AVTS units, intermediate units, BOCES, state-approved private schools, public libraries, non-public schools, state-approved charter schools and community colleges created during the Contract term;
- colleges and universities with the Awarded Vendor's approval;
- county governments, local municipalities, county/municipal authorities, and special districts with the Awarded Vendor's approval;

- state agencies with the Awarded Vendor's approval;
- other non-profit organizations with the Awarded Vendor's approval; and
- any new colleges, universities, county governments, local municipalities, county/municipal authorities, special districts, state agencies and other non-profits created during the Contract term and with the Awarded Vendor's approval.

I.13 Sales Volume

AGENCY does not guarantee any quantity or dollar volume of purchases; however, the issuance of simultaneous invitations for bids in Pennsylvania and California and piggybacking with other states is intended to provide the greatest potential volume of sales across the largest number of eligible LEAs.

AGENCY anticipates considerable activity resulting from this solicitation; however, no commitment of any kind is made concerning quantities actually to be acquired. AGENCY does not guarantee contract usage; usage depends on the actual needs of the LEAs and marketing by the Awarded Vendor.

I.14 Role of Epylon Corporation

The PEPPM program and AGENCY continue to use Epylon Corporation ("Epylon ") to supply the professional expertise to manage certain facets of the procurement processes of Awarded Vendor Contracts. Price lists and ordering instructions based upon the Contracts will be posted on the PEPPM website, located at www.peppm.org for offline purchasing through a fax-based clearinghouse at AGENCY, supported by Epylon. The Contracts will be available for online purchasing on the Epylon website located at www.epylon.com. This method will allow LEAs to access the greatest number of vendors and products and reduce the work required of vendors in responding to multiple bids and promote widespread marketing of Contracts to LEAs. PEPPM may enter LEA purchases into the Epylon system on LEA's behalf.

I.15 Extension of Contracts to Other Eligible Buyers

Although PEPPM is bidding primarily on behalf of K-14 schools and educational agencies as described above, it is the program's intent to extend, where feasible, the bid protections and price discounts to four year colleges and universities, state and county governments, and local municipalities, county/municipal authorities, special districts, state agencies and other non-profit organizations not otherwise prohibited by law.

PEPPM in no way wants to compromise best pricing offered to K-14 schools and educational agencies. However, if state law allows, and if you as a Bidder are willing to sell the awarded items at the same educationally bid discounted prices in accordance with the PEPPM Terms and Conditions and state-specific terms and conditions, you may do so.

Please respond "Yes" to the appropriate area in the Question Section of the electronic bid form if you agree to extend your bid pricing to state and county governments, local municipalities, county/municipal authorities, special districts, state agencies and other non-profit organizations not otherwise prohibited by law. Respond "No" if you do not agree.

Similarly, you may respond "Yes" to the appropriate area in the Question Section of the electronic bid form if you agree to extend your bid pricing to four year colleges and universities. Respond "No" if you do not agree.

Notwithstanding the foregoing, Awarded Vendor shall bear responsibility for all Purchase Orders entered into pursuant to the Contract and is responsible for monitoring whether it is in compliance with the PEPPM Terms and Conditions, state-specific terms and conditions, and applicable law.

I.16 An Overview of PEPPM Services and the Epylon System

PEPPM.org is an internet-based environment for maintaining PEPPM price lists for each Awarded Vendor's products so that information can be easily updated, accessed for online look-up and downloadable for local publication and distribution. This environment will be accessed over the Internet at www.peppm.org. This is the only official site of PEPPM, although Epylon is sanctioned by PEPPM to list PEPPM prices.

All PEPPM eligible LEA users with Internet access should be able to access the PEPPM website and use their browser to view the price lists, ordering instructions and Awarded Vendor and/or designated reseller contacts.

Price list information is available to an online search engine that allows the user to search for particular items across Awarded Vendors using key words, product types, manufacturer and publisher names unless price list information is made available by Awarded Vendor through a punchout to their own website.

Awarded Vendor price list information will be forwarded to Epylon for inclusion in its database for eCommerce access by LEAs. LEAs will have the option to become an Epylon eCommerce client, shopping and buying via electronic commerce. Or, LEAs may fax orders to PEPPM, which will process those orders and transmit them to the Awarded Vendor through the Epylon eCommerce system. It is the intent of PEPPM to transmit all Purchase Orders through the eCommerce system in order to capture line-item data for reports.

A punchout relationship with the PEPPM eCommerce site at www.epylon.com is recommended but not required.

All Awarded Vendors will be required to agree to the Epylon's standard terms and conditions for use of the Epylon system. Epylon's standard terms and conditions for use are posted on the Epylon.com website at www.epylon.com/terms.html. For ease of reference, the Epylon terms and conditions (which shall be referred to as the "Epylon Merchant Agreement") are also set forth as an electronic attachment to Section VI.34 of the request for bids. All Authorized Resellers must agree and at all times remain in compliance with the provisions of the Epylon Merchant Agreement, in addition to all of the PEPPM Terms and Conditions and state-specific terms and conditions.

I.17 AGENCY Withdrawal of Request for Bids

AGENCY has the right to withdraw the request for bids at any time prior to seven (7) days before the Bid Due Date and time. Furthermore, AGENCY reserves the right to reject any or all bids, to waive informalities and technicalities, to reject portions of bids, and to award contracts in a manner consistent with the laws governing the Commonwealth of Pennsylvania.

I.18 AGENCY's Interest in a Contract Resulting from this Request for Bids

Notwithstanding its own consumption, to the extent AGENCY issues this request for bids and any resulting Contracts for the use of eligible LEAs, AGENCY's interests and liability for said use shall be limited to the competitive bidding process performed relating to said Contract and shall not

extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured therefrom. IN NO EVENT SHALL AGENCY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, RELIANCE, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. ANY LIABILITY OF AGENCY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL THE AGENCY BE LIABLE FOR DAMAGES IN EXCESS OF THE TRANSACTION FEE IT RECEIVES ON A TRANSACTION. LEAs AND AWARDED VENDORS ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE PEPPM PROGRAM AND THE AGENCY WOULD NOT PROVIDE THE PEPPM PROGRAM ABSENT SUCH LIMITATIONS.

I.19 Sole Source of Responsibility

AGENCY desires a “Sole Source of Responsibility” vendor meaning the vendor will take sole responsibility for the performance of delivered products and services. AGENCY also desires a sole source of responsibility with regard to:

- A. **Scope of Products and Services:** AGENCY desires a single provider for the broadest possible scope of the goods and services being bid over the largest possible geographic area and to the largest possible cross-section of AGENCY eligible LEAs.
- B. **Vendor use of Resellers in Sourcing or Delivering Goods and Services:** AGENCY desires a single source of responsibility for products and services bid. Bidder’s may have reseller relationships with organizations and individuals whom are external to the Bidder and may be involved in providing or delivering the goods and services being bid. Vendor assumes all responsibility for the products and actions of any Authorized Reseller.

II. Definitions

Sections II.1 through II.15 deal with descriptions of the program and the definition of terms.

II.1 Electronic Signature

In submitting a bid, the person named as the Bidder’s representative on the electronic bid form declares the understanding that the use of his/her Username and Password constitute his/her electronic signature and that he/she is solely liable for full control and access to the password. Neither the AGENCY nor Epylon have access to the User’s password. By submitting the electronic bid form, he/she declares that he/she has the authority to submit the bid to the AGENCY and to bind his/her company to the Contract and all terms and conditions, final pricing, statements and all commitments submitted to AGENCY.

II.2 AGENCY and PEPPM

The CSIU shall be referred to as the “AGENCY” throughout the PEPPM Terms and Conditions and bidding forms. PEPPM is a national technology bidding and purchasing program administered by the AGENCY.

The AGENCY is a political subdivision of the Commonwealth of Pennsylvania created as an educational services agency. Intermediate units were created by the Pennsylvania legislature under

Act 102 of 1970, Section 901-A of the Pennsylvania Public School Code of 1949, to provide services to school districts. There are twenty-nine (29) intermediate units with school districts being assigned to each one. They began operation on July 1, 1971. Intermediate units are governed by a board of directors whose membership comes from representatives from their member school district board of directors. Act 102 provides that intermediate unit services include curriculum development and instructional improvement, research and planning, instructional materials, continuing professional education, pupil personnel, management services, and state and federal agency liaison, as well as contracting for specialized services, consolidating and letting combined bids for bulk purchases; however, intermediate units are not restricted from providing additional services requested by their local school districts. Intermediate Units, among other things, provide quality education services and save tax money by providing cooperative services that cost each participant less than had they been provided independently. By combining resources, intermediate units can offer services that each school district, individually, could not conduct as economically or effectively. Intermediate units, unlike public school districts, are not empowered to levy taxes. Revenue is received from a variety of sources; state general operating and capital subsidies, state and federal grants, and fees for services provided to other local education agencies, local governments and individuals.

II.3 AGENCY as Bidding Agent

The AGENCY is acting as bidding agent on behalf of all of the eligible LEAs.

II.4 Bidder

“Bidder” is that firm, company, individual, business, partnership, joint venture or other entity which has completed and submitted a response to the request for bids.

II.5 LEA

All of the eligible buyers and buying agencies under this bid and resulting Contracts will be referred to as “LEA” or “LEAs” (local education agencies) throughout this document for the purpose of readability. In an instance where the Bidder has indicated that prices may be extended to other local governments, counties, municipalities, authorities, higher education institutions, special districts, state agencies or other non-profits, the term “LEA” shall also apply to those entities.

II.6 Awarded Vendor

Awarded Vendor is the Bidder declared by the AGENCY to be the lowest responsive and responsible Bidder and has been awarded a contract by the AGENCY’s Board of Directors. Notwithstanding the foregoing, bids which pertain solely to technology related services (e.g. recycling, mobile device insurance) may be awarded to multiple vendors.

II.7 Authorized Reseller

A firm, company, individual, business, partnership, or joint venture, such as dealers, outlets, distributors, value added resellers, etc. that have been designated by the Awarded Vendor to help fulfill the Contract for one or more specific PEPPM product line awards held by the Awarded Vendor. Authorized Reseller responsibilities may include, but are not limited to, marketing activities, providing ancillary services, receipt of orders, fulfillment of orders, invoicing, receipt of payment and paying PEPPM Transaction Fees as determined by the Awarded Vendor. All Authorized Resellers must agree and comply with the provisions of the Epylon Merchant

Agreement, in addition to all of PEPPM Terms and Conditions and state-specific terms and conditions.

II.8 Contract Documents

The contract documents consist of this request for bids, its PEPPM Terms and Conditions, any applicable state-specific terms and conditions, all information incorporated into the electronic bid form by AGENCY or Bidder, the Bidder's responses to Questions, the Bidder's PEPPM Bid Quote Sheet(s), the Bidder's pricing spreadsheet, the Bidder's Non-Collusion Affidavit, the Bidder's PEPPM State Selection Form, the Bidder's Ancillary Services Form, the CSIU and Awarded Vendor Agreement (the "Agreement"), all attachments, exhibits and addenda issued prior to execution of the Agreement and form the "Contract" between AGENCY and the Awarded Vendor during the Contract term, and during any authorized extensions. With regard to a purchase order issued by an LEA to an Awarded Vendor, the contract documents shall include, in addition to those listed above, the purchase order issued by the LEA, Awarded Vendor's performance, payment and maintenance bonds (if applicable), lease financing documents (if applicable) and the prevailing wage rate determination (if applicable), and shall form the "contract" between the LEA and Awarded Vendor, which contract shall be referred to as the "Purchase Order."

II.9 Epylon Corporation

The Epylon Corporation ("Epylon") is a private purchasing services company and has been engaged by AGENCY to help facilitate the bid process and provide a multitude of services including bid development, consulting, eCommerce, marketing, order management, and accounting services. Epylon is an integral service partner in the PEPPM 2015 Product Line Bid and is named numerous times in this request for bids.

II.10 Clarification

As used in this solicitation, "clarification" means communication with a Bidder for the sole purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the bid. It is achieved by explanation or substantiation, either in response to an inquiry by the AGENCY or as initiated by the Bidder. Clarification does not give the Bidder an opportunity to revise or modify its bid, except to the extent that correction of apparent clerical mistakes results in a revision.

II.11 Discussions

"Discussions" occur, when oral or written communications between AGENCY and the Bidder are conducted for the purpose of providing supplemental information essential for determining the acceptability of a bid. AGENCY will not help a Bidder bring its bid up to the level of other bids through discussions. AGENCY will not disclose technical information pertaining to a competing bid. AGENCY will not indicate to a Bidder a cost or price that it must meet to obtain further consideration, nor will it provide any information about other Bidders' bids or prices. AGENCY is willing to discuss with a Bidder, having a bid in the competitive range, any weaknesses, excesses, or deficiencies in its bid. Discussions do not give the Bidder an opportunity to revise or modify its bid.

II.12 Responsible Bidder

A responsible bidder is a bidder that has submitted a responsive bid and that possesses the capability to fully perform the Contract requirements in all respects and the integrity and reliability to assure

good faith performance. AGENCY must determine a Bidder to be responsible before awarding a contract to Bidder.

II.13 Responsive Bid

A responsive bid is a bid which reasonably and substantially conforms to the mandatory or essential terms, conditions and/or specified requirements for this solicitation. Bids must be responsive to receive award consideration.

II.14 Non-responsive Bid

Any bid that does not reasonably and substantially conform to the mandatory or essential terms, conditions and/or specified requirements for this solicitation shall be considered non-responsive. Bids determined to be non-responsive will not receive award consideration.

II.15 Special Provisions

Bidders are advised that, in the event of receipt of an adequate number of responsive bids, which, in the opinion of the AGENCY, require no clarifications and/or supplementary information, such responsive bids may be evaluated without further discussion or correspondence with Bidders that submitted bids requiring clarifications and/or supplementary information.

Consequently, Bidders should provide complete, thorough bids with their most favorable terms. Should bids require additional clarification and/or supplementary information, Bidders should submit such additional material in a timely manner.

Bids which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the requirements of this request for bids will be classified as responsive. Bids found not to be responsive will be classified as non-responsive and no further discussion concerning same will be conducted.

III. PEPPM Fees

Sections III.1 through III.6 deal with the fees to be paid by the Bidder or Awarded Vendor.

III.1 PEPPM Bid Evaluation Fee

The AGENCY, as the administrator of the PEPPM 2015 Product Line Bid, requires a non-refundable payment in the amount of \$100 from each Bidder FOR EACH PRODUCT LINE BEING BID to cover the cost of receiving and evaluating the bid. This is a total of \$100 regardless of how many states you choose to bid. One \$100 payment covers your submission to one or more states for each product line bid.

III.2 PEPPM Bid Award Fee

If you are the Awarded Vendor, you will be charged a \$300 PEPPM Bid Award Fee FOR EACH PRODUCT LINE YOU ARE AWARDED. This fee is considered an award fee and will be used by AGENCY to do initial load, maintenance activities and administration of contracts on behalf of PEPPM Awarded Vendors and LEAs.

III.3 Payment of Bid Evaluation and Bid Award Fees

Bid Evaluation and Bid Award Fees will be collected online by way of credit card or by way of electronic debiting of a checking account. A bidder may use a corporate debit card or may provide checking account information for an Automated Clearing House (ACH) transfer of funds. No paper checks will be accepted. See Bid Procedures and Directions Section VIII.15 and VIII.16.

III.4 Transaction Fees

Awarded Vendors shall be required to pay a transaction fee ("Transaction Fee") to AGENCY for all purchases by LEAs made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

Epylon will collect the Transaction Fee on behalf of AGENCY.

By submitting a bid, an Awarded Vendor agrees to Epylon's terms and conditions for Awarded Vendors in the Epylon Merchant Agreement, which is attached to Section VI.34 in the request for bids, and will be bound to the Epylon Merchant Agreement as a part of the terms and conditions of the Agreement between the Awarded Vendor and AGENCY. The Transaction Fee in this Section III.4 is the agreed upon Epylon Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement.

If the Awarded Vendor utilizes Authorized Resellers, it is responsible for ensuring that these Authorized Resellers agree and comply with the provisions of the Epylon Merchant Agreement, in addition to PEPPM Terms and Conditions and state-specific terms and conditions.

Authorized Resellers will be responsible for paying the Transaction Fee for Authorized Resellers' transactions, unless the Awarded Vendor notifies Epylon of its intent to pay the Transaction Fee on its Authorized Resellers' behalf. Awarded Vendors shall remain responsible for paying the Transaction Fee on behalf of its Authorized Resellers in the event that the Authorized Reseller defaults.

For the purpose of the Pennsylvania PEPPM 2015 Product Line Bid Contracts awarded using this document, the Transaction Fee shall be 1.75% of "Net Sales," which means gross sales less returns and cancelled orders within 30 days, shipping and sales and other taxes (excluding taxes based on net income). This PEPPM Transaction Fee of 1.75% replaces and supersedes any requirement for higher fees in the standard Epylon Merchant Agreement.

Transaction Fees will not be charged to or paid by the LEAs themselves. Awarded Vendor or its designated Authorized Reseller(s) shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices.

Note:

Failure to pay Transaction Fees on a timely basis will result in suspension or termination of the Awarded Vendor's Contract whether sales were processed directly by the Awarded Vendor or its Authorized Resellers.

III.5 Additional Reseller Fees

Awarded Vendors are eligible to name up to 15 Authorized Resellers per state, per product line to help implement the Contract on behalf of the Awarded Vendor. If the Awarded Vendor requests to

add additional Authorized Resellers beyond its 15 Authorized Resellers, the Awarded Vendor shall be required to pay a set-up fee of \$250 per addition to AGENCY. Fees will be collected by Epylon on behalf of AGENCY.

III.6 Cost of Bid Preparation

The AGENCY will not reimburse the cost of developing, presenting or providing any response to this solicitation.

IV. Bidder Qualifications

Sections IV.1 through IV.13 deal with the qualifications of Bidders and their Authorized Resellers. Evaluation of Bidder's response to questions related to this section will help determine who is both a responsible and responsive Bidder. An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered as responsible. All bids must contain answers or responses to the information requested in the bid documents. Any Bidder failing to provide the required documentation may be considered non-responsive.

IV.1 Separate Declaration of Non-Collusion

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to separately attest under the penalty of perjury that no collusion has taken place.

The Bidder must affirmatively answer "Yes" to the appropriate area in the Question Section or else the bid may not be submitted to AGENCY.

In addition, the Bidder must scan and upload to the electronic bid form a notarized Non-Collusion Affidavit signed by the person in the company who was responsible for the final decision on what prices were submitted as part of the bid.

IV.2 Declaration of Non-Collusion

By submitting a bid, the person named on the electronic bid form declares that he or she has authority to submit the prices bid and that:

- 1) The price(s) and amount of the bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- 2) Neither the price(s) nor the amount of the bid, and neither the approximate price(s) nor approximate amount of the bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- 3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on the Contract, or to submit a bid higher than the bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- 4) The bid of Bidder is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- 5) Neither he/she, the company, nor any of the company's affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- 6) All representations are material and important, and will be relied on by the AGENCY in awarding the Contract(s) for which the bid is submitted.
- 7) Any misstatement is and shall be treated as fraudulent concealment from the AGENCY of the true facts relating to the submission of bids for this Contract.

IV.3 Suspension or Debarment

The Bidder certifies, for itself and all its designated partners, that neither the Bidder, nor any suppliers are under suspension, debarment or otherwise lawfully precluded from participating in any public procurement activity by the AGENCY, LEA or any governmental entity, instrumentality, or authority within the last five years and, if the Bidder cannot so certify, then it agrees to submit a written explanation as an attachment to the electronic bid form of why such certification cannot be made and before proceeding to perform under any Purchase Order issued. Each eligible LEA reserves the right to cancel any Purchase Order without liability if the Bidder cannot so certify and the AGENCY or LEA is not satisfied with the explanation.

IV.4 Overdue Tax Liabilities and Other Agency or LEA Obligations

The Bidder certifies by submission of its bid that it has no overdue tax liabilities or other Agency or LEA obligations, including, but not limited to, unpaid PEPPM Transaction Fees or other fees from previous contracts.

IV.5 Ongoing Responsibility and Notice of Any Change

The Awarded Vendor's informational and disclosure obligations pursuant to all paragraphs in Sections IV and VI are ongoing from and after the effective date of the Contract and any Purchase Order issued through the termination date thereof. Accordingly, the Awarded Vendor shall have an obligation to inform the AGENCY and/or LEA if, at any time during the term of the Contract or any Purchase Order, it, changes its company name, changes its place of business, becomes delinquent in the payment of any taxes, becomes delinquent in the payment of any AGENCY or LEA obligations (including, but not limited to, payment of PEPPM Transaction Fees or other fees), or if it or any of its designated partners are suspended or debarred by the AGENCY and/or LEA, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension, debarment or delinquency, or change. The Awarded Vendor's status regarding any or all of its PEPPM Contracts may be affected by these changes.

IV.6 Cause for Default

The failure of the Awarded Vendor to notify the AGENCY or LEA of its suspension or debarment by AGENCY or LEA, or any other state or governmental entity, or the federal government shall constitute an event of default of the Contract and/or Purchase Order.

IV.7 Americans With Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Awarded Vendor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in the Contract or Purchase Order or from activities provided for under the Contract or Purchase Order on the basis of the disability. As a condition of accepting any Contract or Purchase Order, the Awarded Vendor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities relevant to the Contract.

IV.8 Hold Harmless Regarding ADA

The Awarded Vendor shall be responsible for and agrees to indemnify and hold harmless the AGENCY/LEA from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against AGENCY/LEA as a result of the Awarded Vendor’s failure to comply with the provisions of Section IV.7 above.

IV.9 Covenant Against Contingent Fees

The Awarded Vendor warrants that, no person or selling agency has been employed or retained to solicit or secure the Contract or Purchase Order upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Awarded Vendor for the purpose of securing business. For breach or violation of this warranty, the AGENCY or LEA, as applicable, shall have the right to terminate the Contract or Purchase Order, as applicable, without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

IV.10 Requirement to Define Partnerships

Bidders must define any and all partnerships they are planning to use in support of the sales associated with this bid. All partnerships can be defined and explained by attaching a document to the appropriate product line in the electronic bid form. Additional partnerships that may occur after a PEPPM bid is awarded must be approved by AGENCY. Include any partnerships that relate to the use of Authorized Resellers and/or other third parties providing installation, maintenance and support services.

IV.11 Authorization for Resellers

Vendors who are awarded a Contract for a specific product line may establish Authorized Resellers. The Authorized Resellers must agree to sell the product at or below the posted pricing that the Awarded Vendor provides to PEPPM, adhere to all terms and conditions of the Contract and pay all Transaction Fees (see Terms and Conditions, Section III.4) unless the Awarded Vendor has agreed to pay all Transaction Fees. If an Authorized Reseller does not pay its Transaction Fees, the Awarded Vendor becomes responsible for the payment of the fees. The Awarded Vendor is responsible for maintaining the Ordering Instructions, which include the list of Authorized Resellers. Additional Authorized Resellers may be added after a PEPPM bid award but must be approved by PEPPM.

IV.12 Bidder Profiling

By answering the questions in the Question Section, Bidders must give satisfactory evidence that they:

- 1) maintain permanent places of business,
- 2) have the capability to satisfactorily and expeditiously furnish the items offered,
- 3) will provide satisfactory customer sales support and service to all LEAs,
- 4) have current relationships with LEAs for verification of customer satisfaction,
- 5) can demonstrate an active network or other acceptable method of service, and
- 6) will serve all LEAs.

IV.13 Historically Under-Utilized Businesses (HUBs)

For the purpose of identifying businesses owned by minorities, women or disabled veterans, the AGENCY requests any minority-owned, women-owned, or disabled-veteran-owned business to identify their status as such so that it can be made known to interested LEAs.

Points will be awarded to Bidders that are identified as a HUB in the bid evaluation process. A HUB may identify itself in its answer to the appropriate area in the Question Section.

V. Bid Specifications

Sections V.1 through V.19 deal with bid specifications for products.

V.1 Product Lines Sought

This bid is for technology products associated with specific types of manufacturer-branded product lines. The product line listed and its associated description is a specification for all products manufactured under that product brand name and type as described. Product lines being bid are listed in the bid announcement attachment and are listed on the electronic bid form.

V.2 New Product Provisions

AGENCY is seeking technology related products manufactured by reliable national manufacturers. The products offered must be considered new by the manufacturer having new serial numbers and be made with new components meeting all manufacturer specifications (realizing that some manufacturers may recycle incidental components).

When bidding equipment, Bidder must ensure that all units must have all manufacturer standard equipment (e.g. units sold under the XYZ, Inc. label must have all XYZ, Inc. standard equipment and features).

Unless otherwise noted in this bid, it is understood and agreed that any item offered or shipped in response to this bid is the same model indicated by its external label and source of manufacture. All components inside the system must be manufacturer approved unless otherwise noted, and therefore eligible for full manufacturer's warranty.

Products held by an Awarded Vendor that have never been sold or leased but were used (e.g. demo equipment) may be sold under the Contract according to the following provisions:

1. The LEA has full knowledge of the length and type of use of the product identified by the vendor on a PEPPM quote submitted with the Purchase Order.
2. The price of the product is below the PEPPM bid price.

V.3 Serial Numbers

Any equipment offered under a Contract must have new serial numbers. Any equipment product lines bid must be for equipment on which the original manufacturer's serial number has not been altered in any way.

V.4 New Technology and Product Additions

New products that become available after the start of the Contract and that are branded as and fall within the description of the product line awarded may be added to the existing Contract. Pricing shall be at or better than the price determined by the bid percent of discount off list or mark up over cost of other similar products.

Awarded Vendors may replace or add products to an existing Contract if the products are equal to or superior to the original products offered, are discounted the same or to a greater degree and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. The AGENCY may reject any additions or replacements, with or without cause.

V.5 Replacement Parts

Awarded Vendors must, upon request, provide replacement parts (either functional equivalent or a newer version of the same part which performs the same function and is replaceable or interchangeable with the part being replaced), directly or through the manufacturer or a manufacturers' representative, to the LEA and/or the LEA's designed maintenance service provider. Replacement parts must be made available for at least two (2) years after the warranty expiration.

V.6 Proof of Supply

PEPPM assumes that a manufacturer of a bid product line will have access to its own products for selling through the PEPPM Contract and therefore does not need to provide a Proof of Supply Letter as defined in this section.

Dealers, distributors, aggregators, resellers or remarketers, or other approved agents bidding on behalf of a product line for which they are not the manufacturer are asked to show proof of access to the supply of each product line being bid from the manufacturer. This proof should be in the form of a letter, which should be scanned and attached to the electronic bid form alongside the name of each product line being bid. The letter will be evaluated and scored on whether it contains each of the following components:

- 1) Current and dated within the bidding period,
- 2) Addressed specifically to AGENCY or PEPPM,

- 3) Written on manufacturer's letterhead,
- 4) An indication that the Bidder is an authorized dealer, distributor, aggregator, reseller, remarketer, or other approved agent for that equipment,
- 5) History of the Bidder's and the manufacturer's relationship,
- 6) The manufacturer's opinion that the Bidder can provide satisfactory service to all LEAs in those states bid as noted on the PEPPM State Selection Form,
- 7) Indication of what states the Bidder is authorized by the manufacturer to specifically bid to PEPPM,
- 8) Signed by a management employee of the manufacturer who will note in the letter that he/she has the explicit authority to sign this letter on behalf of the manufacturer, and
- 9) Identification of the name, title, and phone number of the senior management person in his/her upward reporting path.

Sample letters exhibiting the necessary characteristics are attached to this section of the request for bids in the file named "PEPPM 2015 Product Line Bid - Proof of Supply Letter Example.pdf."

V.7 Alternative Evidence of Supply

A Proof of Supply Letter as required in Section V.6 above from the manufacturer is the best evidence of a Bidder's access to supply and will be scored higher than alternative sources identified. However, in extreme circumstances or where competitive forces prevent access to a manufacturer letter, a Bidder may submit other written evidence and documentation to substantiate the Bidder's ability to supply and support the bid manufacturer's products as noted above for consideration. Alternative source documentation shall include all of the items listed above regarding the Proof of Supply Letter from the supply source and an explanation of why a letter from the manufacturer was not obtained. The decision of AGENCY in considering a Bidder's alternate submissions and qualifications shall be final.

If not a manufacturer or publisher, a Bidder must describe its product source and the relationships between the Bidder, its distributor and/or the manufacturer. Any alternative documents showing proof of supply **MUST** be attached to the electronic bid form alongside the name of the corresponding product line to which it applies and is being bid. Attaching one letter from a distributor/aggregator source of products is not recommended for guarantying access to multiple lines of products. If bidding more than one product line, whose source is the same, attaching the letter from the source to each product line being bid is recommended. It is the Bidder's responsibility to provide enough evidence of access to a product line to warrant a PEPPM bid award. A distributor/aggregator source must be able to verify they have permission from the manufacturer to sell their products to you, the Bidder.

V.8 Liens

All materials and services shall be free of all liens.

V.9 Licenses

Awarded Vendors (and their Authorized Resellers, as applicable) shall maintain current status of all federal, state and local licenses, bonds, and permits required for the operation of the business conducted by the Awarded Vendor (and their Authorized Resellers, as applicable).

V.10 Necessary Supplies

Bidders are encouraged to include bid pricing on all related/necessary branded supplies utilized with the product line being bid. Bidder may use variable discounts or markups to address differences in supply items versus equipment pricing.

V.11 Standard Warranty

The Awarded Vendor warrants that all items furnished by the Awarded Vendor, its agents, designated partners and Authorized Resellers shall be free and clear of any defects in material and workmanship and shall conform to the published specifications for such product and Awarded Vendor's representations regarding the functions and uses for which each product is marketed. Bidders bidding on personal computers must provide standard manufacturer's warranty of at least one (1) year (on-site for desktop and server systems). If the standard manufacturer warranty is longer than one year, no deduction to that standard manufacturer warranty will be allowed. Other items must carry the standard warranty. Warranty policy information, including additional costs for extended parts and labor coverage, must be addressed in the bid response and clearly defined for all submitted price lists. The Awarded Vendor shall repair and/or replace any defective item with an item of equivalent or superior quality without any additional cost to any LEA.

V.12 Onsite Warranty Service

Bidders bidding on personal computers and servers must have the capability, either directly or through the manufacturer or a manufacturer's representative, to perform onsite warranty service (warranty is defined as the standard provided by the manufacturer for the period of time indicated in the Contract). Awarded Vendors must perform warranty services at the LEA's site of the equipment in need of such service when requested by the LEA. LEAs are responsible for payment of onsite warranty services which do not fall within the scope of the manufacturer's standard warranty. Manufacturer's "depot service only" products are excluded from this requirement.

V.13 Installation

Products and services shall be installed and/or provided in accordance with the manufacturer's instructions and in accordance with the schedule determined by the AGENCY and/or LEA.

V.14 Direct Relationships with Service Providers for Services other than Onsite Warranty Services

For Bidders bidding personal computers, non-warranty service locations may be a branch or satellite office of the Bidder or manufacturer service and support facilities, or facilities of some other third-party whose relationship the Bidder will maintain to provide the services required within the scope of PEPPM. The Contract may be terminated for default if, at any point during the term of the Contract, the Awarded Vendor fails to maintain these relationships. These relationships may, but are not required to infer ownership and/or franchise relationships, only that an ongoing affirmative business relationship exists. PEPPM reserves the right to inquire into the extent of these business

relationships maintained, and listed herein, by the Bidder up to the extent that the confidentiality is not compromised. The Awarded Vendor is ultimately responsible for the satisfactory and timely completion of all service requirements and activities, and is under a duty to monitor all service performances of the service providers.

V.15 Certifications Related to Personal Computer Lines

It is the AGENCY's intention that at no time will an LEA be "surprised" by a computer's inability to function on a network, run popular software products or in any other way not perform as expected, intended, or is customary to anticipate. Bidders of personal computer lines must maintain the various certifications that the manufacturers have concerning compatibility and compliance with computer and network operating systems and federal safety and communications guidelines.

V.16 Services Related to Products

In preparing responses, Bidders should understand that they will not be specifically required to install, demonstrate or train school personnel in the use of purchased equipment, except where a Bidder is required to provide such services at no additional cost as part of its contractual arrangement with its supplier or manufacturer.

However, if a Bidder can provide ancillary services (either by itself directly or indirectly through a designated service provider) related to the product line being bid and wants to offer those services to LEAs, that Bidder should respond "Yes" to the appropriate area in the Question Section of the electronic bid form and must complete and attach the PEPPM Ancillary Services Form describing what services are available, how they will be provided (either by itself directly or indirectly through one or more designated service providers) and what PEPPM discount(s) will be applied, for the product line being bid with ancillary services. In addition, a signed and dated PEPPM Ancillary Services Form must be scanned and uploaded to the electronic bid form.

Note:

In order to provide bid protection for your ancillary services (e.g. installation), offered directly and/or indirectly, you must submit specific information (i.e. price rates, published price list, PEPPM discount if any, etc.) for AGENCY to be able to determine a "bid price" for your ancillary services. Stating prices will be negotiated is not acceptable, and those ancillary services will not be considered bid protected and may not be offered to LEAs under the Contract.

Submit one PEPPM Ancillary Services Form for each product line being bid with ancillary services. Following are examples of ancillary services that may be submitted that apply to the product line being bid:

- Installation
- Image loading
- Training
- Help desk support
- Engineering
- Analysis and design
- Maintenance
- Asset tag service
- Hard drive removal and retention by the buyer
- Travel

If an Awarded Vendor has chosen to offer ancillary services in conjunction with the bid awarded Contract items it provides to the LEA, the Awarded Vendor and the LEA shall mutually agree upon the scope of the ancillary services to be provided at the PEPPM discounted price.

Any ancillary service price lists provided by the Awarded Vendor must allow the AGENCY and LEA to easily identify bid submitted and approved ancillary services and costs. Bidders are advised to not lower per unit product purchase prices and offer above-market ancillary service prices. AGENCY staff will review the availability and reasonableness of ancillary services and prices to help determine an award.

For Awarded Vendors that offer ancillary services provided indirectly through a designated service provider, the pricing for the services provided by the designated service provider must be at or below the prices provided by the Awarded Vendor as part of their bid. Pricing that is based on “per hour” rates does not determine final cost to the LEA just the rate. Final cost to the LEA will involve mutually agreed upon scope of work to be completed and number of hours involved. Pricing for a specified set of ancillary services at one price in the bid, on the Ancillary Services Form or in the PEPPM posted price list must be offered by the designated service provider at or below the bid proposed discounted price and would be the final cost to the LEA for that set of services.

Note:

It is desired that the award be made to a Bidder who demonstrates evidence that they can provide reasonable and acceptable ancillary services to all LEAs within each state bid for products that require installation, ongoing maintenance or other necessary ancillary services. In these cases, available ancillary services and the presence of prices for those ancillary services will be a factor in the evaluation of bids.

Ancillary services that are identified and priced at the time of the bid using the Ancillary Services Form will be considered PEPPM bid protected ancillary services during the term of the Contract assuming that the prices quoted for the ancillary services are discounted at or below bid identified discounts.

Note:

Bidders are advised that to the extent applicable to an LEA for Purchase Orders which include ancillary services which require the payment of prevailing wages, Bidders are required to include such prevailing wages in their bid pricing for ancillary services at the time of bid submission. Bidders may include two sets of ancillary service pricing with their bids – one for projects which are not subject to the payment of prevailing wages, and one for projects which are subject to the payment of prevailing wages.

V.17 E-rate Program Compliance

Awarded Vendors for product lines covered by the E-rate program will comply with all requirements of the Universal Service program of the Telecommunications Act of 1996, commonly referred to as the E-rate Program, as the same may be amended from time to time. These requirements include but are not limited to registering and receiving a SPIN Number, providing the SPIN Number to PEPPM for publication, document retention, Lowest Corresponding Price (See infra Section VII.19 Most-Favored Nations Clause), and receipt and fulfillment of school and library orders according to E-rate rule and procedures.

V.18 Returned Goods Policy

Bidders must have a policy regarding how they handle the return of goods from LEAs. A document describing the policy must be attached alongside the name of each product line being bid. Please respond to the question in the Question Section that asks whether the Bidder has properly attached the respective Returned Goods Policy for each product line being bid.

V.19 Equivalent Product Lines

E-rate rules require that when specific manufacturers are identified in a procurement, there must be the ability of Bidders to submit bids for equivalent products and/or services. In order to implement this requirement, AGENCY has established the following procedures to ensure that all equivalent products and services will be included in the procurement in addition to the specific manufacturers named in this RFB.

Potential Bidders are invited to request additional E-rate eligible equivalent branded product lines to be added to the RFB.

Such requests must be in writing and submitted by Friday, August 22, 2014 at 1:00 p.m. Eastern Time, and must include at a minimum:

- The name of the branded product line that is proposed to be added, a complete description of the product line to be added, performance and test data, and other information necessary for an evaluation.
- A detailed comparison of the significant qualities of the proposed new product line with those named in the RFB. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
- A list of E-rate eligible LEAs that have purchased the proposed product line equipment and names, addresses and contact persons, if requested.

A proposed new product line will not be considered unless all of the aforesaid requirements have been determined satisfied by the AGENCY. Failure of the potential Bidder to supply the requested information may result in non-approval of any proposed new product line.

If the AGENCY approves a new product line prior to receipt of bids, such approval will be set forth in an addendum. The bid response deadline may be extended to meet any federal or state competitive bidding requirements. Bidders shall not rely upon approvals in any other manner. Any addenda will be posted on www.peppm.org. It is the Bidder's responsibility to check the website to see if additional branded product lines have been added. AGENCY shall not be required to consider any request to add a branded product line that is received by AGENCY after Friday, August 22, 2014 at 1:00 p.m. Eastern Time.

Note:

This section V.19 does not apply to bids which pertain solely to technology related services (e.g. recycling, mobile device insurance), and the AGENCY is under no obligation to review requests for the addition of new product lines which pertain solely to technology related services.

VI. Ordering Procedures and Requirements

Sections VI.1 through VI.35 relate to ordering, the process of handling Purchase Orders, delivery of merchandise, payments, the role of Epylon, etc.

VI.1 Overview of Standard Purchase Order Terms and Conditions

If an award is made to a Bidder, such Awarded Vendor may receive a Purchase Order to furnish the awarded item(s) in accordance with these standard purchase order terms and conditions:

- 1) Any LEA may issue Purchase Orders against the Contract. These constitute the Awarded Vendor's authority to make delivery. All Purchase Orders received by the Awarded Vendor up to and including the expiration date of the Contract term are acceptable and must be shipped in accordance with the delivery time specified in the Contract. If normal delivery time cannot be met, Awarded Vendor must notify LEA. LEA has the option to accept or reject extended delivery time.
- 2) As stated in Section III.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contracts. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.
- 3) Purchase Orders may be issued through Epylon Awarded Vendor accounts at www.epylon.com or through fax equipment to the following fax number: 800-636-3779. Purchase Orders via Epylon Awarded Vendor accounts will arrive in the Epylon Order inbox, accessed at www.epylon.com through a previously established login with a username and password. Receipt of the electronic or fax transmission of the Purchase Order shall constitute receipt of an order. Purchase Orders received by the Awarded Vendor after 4:00 p.m. (prevailing local time of the Awarded Vendor) will be considered received the following business day.
- 4) Upon receipt of a Purchase Order in the Epylon Purchase Order inbox, the Awarded Vendor shall promptly and properly transmit an acknowledgement in return by filling out any additional Purchase Order information and clicking "submit." Failing to acknowledge Purchase Orders gives LEAs the impression that their Purchase Order has been received by the Awarded Vendor, but that the Purchase Order has not been accepted.
- 5) For Purchase Orders entered into the Epylon eCommerce system specifically by the LEA, the parties agree that no hand-written signature shall be required in order for the Purchase Order to be legally enforceable. To the maximum extent permitted by law, the parties hereby agree to accept a Purchase Order submission or acceptance by a properly authorized user of the Epylon system as any necessary "signature" that may be required by law. Any Purchase Order or acknowledgement, which has been issued by a properly authorized Epylon user shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party.
- 6) For Purchase Orders entered into the Epylon eCommerce system specifically by the LEA, the parties agree that no writing shall be required in order to make the Purchase

Order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Purchase Order or acknowledgement issued through Epylon under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine Purchase Order or acknowledgement issued through Epylon, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine Purchase Orders or acknowledgments under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it was received from the Epylon Purchase Order inbox and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- 7) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.
- 8) Awarded Vendors who receive Purchase Orders directly from LEAs (e.g. directly by fax, mail, or in person), where the Purchase Order is marked as relating to the PEPPM bid and has not first been submitted to the PEPPM purchase order clearinghouse or through the Epylon system, are required to send such Purchase Order to PEPPM for archiving and entry into AGENCY's database.

VI.2 Term of Purchase Order

The term of the Purchase Order shall commence on the date that the Awarded Vendor receives a Purchase Order executed by the LEA and all approvals required by LEA contracting procedures have been obtained (the "Effective Date"). The Purchase Order shall, subject to the other provisions of the Purchase Order, end on the later of: a) complete delivery and acceptance of the awarded item(s); b) the expiration of any specified warranty and maintenance period; c) payment by the LEA for the item(s) received; or d) the expiration date identified in the Purchase Order.

The Awarded Vendor shall not start the performance under the Purchase Order prior to the Effective Date and the LEA shall not be liable to pay the Awarded Vendor for any service or work performed or expenses incurred before the Effective Date. No LEA employee has the authority to verbally direct the shipment of any item(s) or the commencement of any work under the Purchase Order.

VI.3 Ordering, Invoicing and Payment

LEAs will order the items, receive the items from the Awarded Vendor and directly pay the Awarded Vendor upon receipt of invoices.

All invoices are to be sent directly to the purchasing LEA. LEAs will normally pay invoices within thirty (30) days of receipt of order, or in compliance with their board policy on bill payment. The AGENCY will encourage LEAs to arrange for prompt payment where possible and for payments of partial shipments.

VI.4 Awarded Vendor/Authorized Reseller as an Independent Vendor

In performing its obligations under a Purchase Order, the Awarded Vendor/Authorized Reseller will act as an independent vendor and not as an employee or agent of the AGENCY or any LEA.

VI.5 Compliance with Law

Awarded Vendor shall comply with any and all laws, whether local, state, federal or otherwise, applicable to any of the services and/or products to be provided in relation to the Contract. It shall be the Awarded Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them. Awarded Vendor shall hold AGENCY and LEA harmless for any default or breach of Awarded Vendor in this regard.

The invalidity of any words, phrases, sentences, sections or subsections contained in the Contract or Purchase Order shall not affect the enforceability of the remaining portions of the Contract or Purchase Order or any part thereof, all of which are inserted conditionally on their validity in law. In the event any one or more of the words, phrases, sentences, sections or subsections are found to be invalid or unenforceable, the Contract or Purchase Order shall be read as if such offending provisions had not been inserted, and if such invalidity shall be caused by the length of any period of time set forth in any part hereof, such period of time shall be considered to be reduced or increased, as necessary, to a period which would cure such invalidity.

All applicable laws required to be referenced in this request for bids, its PEPPM Terms and Conditions, any state-specific terms and conditions or other contract documents shall be deemed to be part hereof or thereof, and the Contract and Purchase Order shall be read and enforced as though they were included. Awarded Vendor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards in the Commonwealth of Pennsylvania and in each state where an LEA is located. The failure to specifically reference or include said matters in any terms or conditions or the contract does not excuse the Awarded Vendor from compliance with same.

Bidder agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information regarding individuals. Bidder agrees to hold the AGENCY and LEA harmless from its unlawful disclosure and/or use of private/confidential information.

VI.6 Environmental Provisions

In performing its obligations under the Purchase Order, the Awarded Vendor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

VI.7 Compensation/Invoices

The Awarded Vendor shall be required to furnish the awarded item(s) at or below the price(s) quoted in the Contract. The Awarded Vendor shall be compensated only for item(s) which are delivered and accepted by the LEA.

Unless otherwise specified, the Awarded Vendor shall send an itemized invoice to the "Bill To" address on the Purchase Order promptly after the item(s) are delivered. The invoice should include only amounts due under the Purchase Order. The Purchase Order number shall be prominently noted on all invoices.

VI.8 Payment

The LEA shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by the LEA. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Purchase Order and the items actually received.

Payment should not be construed by the Awarded Vendor as acceptance of the items furnished by the Awarded Vendor. The LEA reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications.

The Awarded Vendor agrees that the LEA may deduct the amount of any state tax liability not required by law or other unauthorized obligation of the Awarded Vendor or its subsidiaries to the LEA from any payments due the Awarded Vendor under any Purchase Order with the LEA.

At the discretion of the Awarded Vendor, the LEA may use an LEA purchasing card to pay for the items purchased under the Purchase Order. The LEA(s) purchasing card is similar to a credit card in that there will be a small fee which the Awarded Vendor will be required to pay and the Awarded Vendor will receive payment directly from the card issuer rather than the LEA. Any and all fees related to this type of payment are the responsibility of the Awarded Vendor. In no case will the LEA(s) allow increases in prices to offset credit card fees paid by the Awarded Vendor or any other charges incurred by the Awarded Vendor, unless specifically stated in the terms of the Purchase Order.

VI.9 Taxes

No charge will be allowed for federal, state, or local taxes from which the LEA is exempt. Prices shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the Awarded Vendor.

LEAs are exempt from all excise taxes imposed by the Internal Revenue Service and have accordingly registered with or been recognized by the Internal Revenue Service to make tax free purchases.

VI.10 Delivery

All item(s) shall be delivered F.O.B. Destination. Except as otherwise provided in Section VI.14 all items should be delivered within the time period specified on the Purchase Order. In addition to any other remedies, the Purchase Order is subject to termination for failure to deliver as specified. In situations where delivery cannot be made within the time period specified on the Purchase Order, LEA should be notified in writing or by telephone of the delay and of an estimated delivery date.

Delivery will be required to be made to the receiving platform or place designated on each Purchase Order. Direct delivery to buildings must be placed at a point in the building as directed at the place of delivery. Weight, color, count, measure, etc., will be determined at the point of delivery. The Awarded Vendor will be required to furnish proof of delivery upon request from any LEA. All materials and supplies must be securely packed in uniform containers, adequately marked as to

contents, Purchase Order number, and delivered without damage or breakage such units, as are specified.

Any system configuration ordered shall be delivered as a complete system. It will be the responsibility of the Awarded Vendor to stage the equipment delivery so that all components are delivered as a single unit at the same time.

Awarded Vendors receiving Purchase Orders with delivery requirements that cannot be met, have the right to refuse the order. The Awarded Vendor must return the Purchase Order with an explanation of why it was refused within (5) business days of receiving the Purchase Order from the LEA.

VI.11 Title and Risk of Loss

The Awarded Vendor agrees to bear the risk of loss, injury, or destruction of the items ordered prior to receipt of the items by the LEA unless otherwise provided in this document. Such loss, injury, or destruction shall not release the Awarded Vendor from any contractual obligations.

VI.12 Shipping Errors

Awarded Vendor agrees that shipping errors will be at the expense of the Awarded Vendor. For example, if an Awarded Vendor ships a product to an LEA that was not ordered, it is the responsibility of the Awarded Vendor to pay for return mail or shipment, at the convenience of the LEA.

VI.13 Inspection and Rejection

No item(s) received by the LEA shall be deemed accepted until the LEA has had a reasonable opportunity to inspect the item(s). The Awarded Vendor and the LEA agree that a reasonable timeframe to inspect the item(s) shall not exceed thirty (30) calendar days from date of delivery. Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. When a defect or nonconforming item(s) is discovered, the LEA will promptly notify the Awarded Vendor of the defect or nonconformance. It shall thereupon become the duty of the Awarded Vendor to remove rejected item(s) from the premises without expense to the LEA within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the LEA shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale, which represents the LEA's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Awarded Vendor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Awarded Vendor fails, neglects or refuses to do so, the LEA shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Awarded Vendor, the difference between the price stated in the Purchase Order and the actual cost thereof to the LEA.

VI.14 Default

- A. The AGENCY may, subject to the provisions of Section VI.15, Force Majeure, and in addition to its other rights under the Contract, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate (as

provided in Section VI.17, Termination of Contract) the whole or any part of the Contract (including, without limitation, for one or more states) for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Agreement or as otherwise specified;
- Improper delivery;
- Failure to provide an item(s) which is in conformance with the specifications referenced in the request for bids;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
- Insolvency or bankruptcy;
- Assignment made for the benefit of creditors;
- Failure to protect, to repair, or to make good any damage or injury to property;
- Breach of any provision of the Contract;
- Failure to adequately perform the services set forth in the Contract and Purchase Orders issued thereunder;
- Failure to make progress in the performance of the Contract and/or giving AGENCY reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Contract;
- Failure to observe any of the terms and conditions of the Contract;
- Failure to pay Transaction Fees;
- Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the AGENCY and/or LEA;
- Failure to maintain its baseline catalog online;
- Failure to update prices as per Section X.7;
- Non-performance in sales as per Section X.2;
- Failure to meet E-rate Program Compliance requirements including suspension or debarment (See Section V.17 E-Rate Program Compliance); and/or
- Suspension or Debarment occurring during the term of the Contract (See Section IV.3 Suspension or Debarment).

B. The LEA may, subject to the provisions of Section VI.15, Force Majeure, and in addition to its other rights under the Purchase Order, at law or in equity, declare the Awarded Vendor in default by written notice thereof to the Awarded Vendor, and terminate (as provided in Section VI.16.A, Termination of Purchase Order) the whole or any part of the Purchase Order for any of the following reasons:

- Failure to deliver the awarded item(s) within the time period specified on the Purchase Order or as otherwise specified;
- Improper delivery;
- Failure to provide an item(s) which is in conformance with the specifications referenced in the request for bids;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item(s) rejected as defective or nonconforming within fifteen (15) days after notification;
- Insolvency or bankruptcy;
- Assignment made for the benefit of creditors;
- Failure to protect, to repair, or to make good any damage or injury to property;

- Breach of any provision of the Purchase Order;
 - Failure to adequately perform the services set forth in the Purchase Order;
 - Failure to make progress in the performance of the Purchase Order and/or giving LEA reason to believe that Awarded Vendor will not or cannot perform to the requirements of the Purchase Order;
 - Failure to observe any of the terms and conditions of the Purchase Order;
 - Failure to follow the established procedure for Purchase Orders, invoices and receipt of funds as stipulated by the LEA; and/or
 - Suspension or Debarment occurring during the term of the Purchase Order (See Section IV.3 Suspension or Debarment).
- C. In the event that the LEA terminates the Purchase Order in whole or in part as provided in Subparagraph B above, the LEA may procure, upon such terms and in such manner as it determines, any items similar or identical to the items so terminated.
- D. If the Purchase Order is terminated as provided in Subparagraph B above, the LEA, in addition to any other rights provided in this paragraph, may require the Awarded Vendor to transfer title and deliver immediately to the LEA in the manner and to the extent directed by the LEA, any partially manufactured or delivered items as the Awarded Vendor has specifically produced or specifically acquired for the performance of the Purchase Order as has been terminated. Except as provided below, payment for any partially manufactured or delivered items accepted by the LEA shall be in an amount agreed upon by the Awarded Vendor and LEA. The LEA may withhold from amounts otherwise due the Awarded Vendor for any partially manufactured or delivered items, such sum as the LEA reasonably determines to be necessary to protect the LEA against loss due to the Awarded Vendor's default.
- E. The rights and remedies of the AGENCY or LEA provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or under the Contract or Purchase Order.
- F. The AGENCY's or LEA's failure to exercise any rights or remedies provided in this paragraph, at law, in equity, or under the Contract or Purchase Order shall not be construed to be a waiver by the AGENCY or LEA of its rights and remedies in regard to the event of default or any succeeding event of default.
- G. To the extent that an LEA has an administrative dispute resolution process that is mandated by law, the Awarded Vendor agrees to adhere to such process.

VI.15 Force Majeure

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Contract or Purchase Order, as applicable, is prevented or delayed by causes beyond its reasonable control and without the fault or negligence of such party. Causes beyond a party's reasonable control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Awarded Vendor shall notify the AGENCY regarding obligations pursuant to the Contract or LEA regarding obligations pursuant to the Purchase Order orally within five (5) business days and in writing within ten (10) business days of the date on which the Awarded Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Contract or Purchase Order, as applicable, is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the force majeure event does not prevent Awarded Vendor from reasonably making such estimation. The Awarded Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of AGENCY'S or LEA's written request such supporting documentation as the AGENCY or LEA may reasonably request. After receipt of such notification, the AGENCY or LEA may elect either to cancel the Contract or Purchase Order, as applicable, or to extend the time for performance as reasonably necessary to compensate for the Awarded Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Awarded Vendor, may suspend all or a portion of the Purchase Order.

VI.16 Termination of Purchase Order

The LEA has the right to terminate a Purchase Order for the following reason. Termination shall be effective upon written notice to the Awarded Vendor.

- A. **Termination for Cause:** The LEA shall have the right to terminate a Purchase Order for Awarded Vendor default under Section VI.14, Default, upon written notice to the Awarded Vendor. Notwithstanding any termination for cause, the Awarded Vendor shall be paid for work satisfactorily completed prior to the effective date of the termination, less the LEA's damages due to the Awarded Vendor's default.
- B. **Non-Appropriation:** In the event that the LEA purchasing from the Awarded Vendor or an Authorized Reseller is a state or local agency under laws of the state applicable to such agency (e.g. Pennsylvania State System of Higher Education (PASSHE) members under Pennsylvania law), agency obligation to make payments during any agency fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the agency shall have the right to terminate the Purchase Order (including any applicable lease). The Awarded Vendor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Purchase Order. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid for any appropriations available for that purpose.

VI.17 Termination of Contract

AGENCY may at any time, upon seven (7) days prior written notice, terminate the Contract for Awarded Vendor default under Section VI.14, Default.

At any time, the AGENCY reserves the right to conduct a review of the Awarded Vendor's performance of Contract responsibilities with the possibility of cancellation of the whole or any part

of this Contract due to failure by the Awarded Vendor to carry out any obligation, term or condition of the Contract. The AGENCY may, but is not obligated to follow the following procedure:

- Step 1 - Issue a warning Letter of Concern outlining the violations and length of time to correct the problem(s).
- Step 2 - Issue a letter of intent to cancel Contract, if the problem(s) is not resolved by a given date.
- Step 3 - Issue letter to cancel Contract.

Upon receipt of the written Letter of Concern, the Awarded Vendor shall have ten (10) business days to provide a satisfactory response to AGENCY detailing how Awarded Vendor intends to address AGENCY's concerns. Failure on the part of the Awarded Vendor to address adequately all issues of concern may result in Contract cancellation.

VI.18 Assignability and Subcontracting

The Contract and Purchase Order shall be binding upon the parties and their respective successors and assigns.

The Awarded Vendor shall not subcontract with any person or entity to perform all or any part of the work to be performed under the Contract or a Purchase Order, without notifying the AGENCY and LEA, as applicable.

The Awarded Vendor may not assign, in whole or in part, the Contract or any Purchase Order or its rights, duties, obligations, or responsibilities thereunder without the prior written consent of the AGENCY and LEA, as applicable.

Notwithstanding the foregoing, the Awarded Vendor may, without the consent of the LEA, assign its rights to payment to be received pursuant to the Purchase Order, provided that the Awarded Vendor provides written notice of such assignment to the LEA together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of the Purchase Order.

For the purposes of the Contract and Purchase Order, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Awarded Vendor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

Any assignment consented to by AGENCY or LEA shall be evidenced by a written assignment agreement executed by the Awarded Vendor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract or Purchase Order, as applicable, and to assume the duties, obligations, and responsibilities being assigned.

A change of name by the Awarded Vendor, following which the Awarded Vendor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Awarded Vendor shall give the AGENCY and any LEAs holding outstanding Purchase Orders written notice of any such change of name.

VI.19 Nondiscrimination/Sexual Harassment Clause

During the term of the Contract and any Purchase Order, the Awarded Vendor agrees as follows:

- A. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any Purchase Order or any subcontract, the Awarded Vendor, designated partner or any person acting on behalf of the Awarded Vendor or designated partner shall not by reason of gender, race, creed, or color discriminate against any citizen of the state within which the award is made who is qualified and available to perform the work to which the employment relates.
- B. Neither the Awarded Vendor nor any designated partner nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract or any Purchase Order on account of gender, race, creed, or color.
- C. The Awarded Vendor and any designated partners shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- D. The Awarded Vendor shall not discriminate by reason of gender, race, creed, or color against any designated partner or supplier who is qualified to perform the work to which the Contract relates.
- E. The Awarded Vendor and each designated partner shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the AGENCY and LEA and appropriate departments of state government for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Awarded Vendor or any designated partner does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the AGENCY, LEA or appropriate departments of state government.
- F. The Awarded Vendor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract that specifically is undertaken to support the Contract or any Purchase Order so that such provisions will be binding upon each designated partner.
- G. The AGENCY or LEA may cancel or terminate the Contract or Purchase Order, as applicable, and all money due or to become due under the Purchase Order may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the AGENCY may proceed with debarment or suspension of that Awarded Vendor from the PEPPM program.

VI.20 Hazardous Substances

The Awarded Vendor shall provide information to the LEA about the identity and hazards of hazardous substances supplied or used by the Awarded Vendor in the performance of the Purchase Order. The Awarded Vendor must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act” (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1 et seq., and any similar act in other states in which the Awarded Vendor is providing product under the Contract.

- A. Labeling. The Awarded Vendor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Awarded Vendor is clearly labeled, tagged or marked with the information listed in Paragraph (1) through (4):
- 1) Hazardous substances:
 - a) The chemical name or common name,
 - b) A hazard warning, and
 - c) The name, address, and telephone number of the manufacturer.
 - 2) Hazardous mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - c) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - d) A hazard warning, and
 - e) The name, address, and telephone number of the manufacturer.
 - 3) Single chemicals:
 - a) The chemical name or the common name,
 - b) A hazard warning, if appropriate, and
 - c) The name, address, and telephone number of the manufacturer.
 - 4) Chemical Mixtures:
 - a) The common name, but if none exists, then the trade name,
 - b) A hazard warning, if appropriate,
 - c) The name, address, and telephone number of the manufacturer, and
 - d) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- B. **Material Safety Data Sheet.** The Awarded Vendor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The LEA must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Awarded Vendor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Awarded Vendor shall also notify the LEA when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the LEA at the time of shipment.

VI.21 Vendor Integrity Provisions

For purposes of the following sections numbered VI.21 through VI.35 only, the following definitions shall apply:

- 1) **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the AGENCY or LEA.
- 2) **Consent** means written permission signed by a duly authorized officer or employee of the AGENCY or LEA, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the AGENCY or LEA shall be deemed to have consented by virtue of execution of the Contract or Purchase Order, as applicable.
- 3) **Vendor** means Awarded Vendor or Authorized Reseller who may be an individual or entity that has entered into the Contract or a Purchase Order with an LEA, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
- 4) **Financial interest** means: a) ownership of more than a five percent interest in any business; or b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

- 5) **Gratuity** means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

VI.22 Highest Standards of Integrity

The Vendor shall maintain the highest standards of integrity in the performance of the Contract and Purchase Order and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the AGENCY or any LEA.

VI.23 Confidential Information

The Vendor shall not disclose to others any confidential information gained by virtue of the Contract or Purchase Order.

VI.24 Pecuniary Benefit

The Vendor shall not, in connection with the Contract or any other agreement with the AGENCY or the Purchase Order or any other agreement with any LEA directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the AGENCY or any LEA.

VI.25 Giving Gratuities

The Vendor shall not, in connection with the Contract, Purchase Order or any other agreement with the AGENCY or LEA, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the AGENCY or any LEA.

VI.26 Accepting Gratuities

Except with the consent of the AGENCY or LEA, neither the Vendor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract or a Purchase Order except as provided therein.

VI.27 Supplemental Financial Interests

Except with the consent of the AGENCY or LEA, the Vendor shall not have a financial interest in any other vendor, designated partner, or supplier providing services, labor, or material on this project.

VI.28 Notification of Violations

The Vendor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the AGENCY or LEA in writing.

VI.29 Certification of Non-Violation

The Vendor, by execution of the Agreement and Purchase Order and by the submission of any bills or invoices for payment pursuant thereto, certifies, and represents that he or she has not violated any of these provisions.

VI.30 Cooperation with Authorities

The Vendor, upon the inquiry or request of the appropriate state official of any participating state or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant to the Vendor's integrity or responsibility, as those terms are defined by relevant statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents or files of any type or form which refers to or concerns the Contract or Purchase Order. Such information shall be retained by the Vendor for a period of three years beyond the termination of the Contract or Purchase Order unless a longer period is otherwise provided by law.

VI.31 Rights and Remedies in the Event of Violation

For violation of any of the above provisions, the AGENCY or LEA may terminate the Contract, Purchase Order and any other agreement with the Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another vendor to complete performance hereunder, and debar and suspend the Vendor from doing business with the AGENCY or LEA. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the AGENCY or LEA may have under law, statute, regulation, or otherwise.

VI.32 Right of Vendor Employee Rejection

Participating LEAs that are school districts, non-public schools, charter or public technology schools reserve the right to reject any person they deem unfit to be permitted on school grounds and in proximity to students. Upon written notice from the participating LEA or AGENCY, the Vendor shall have such persons who are performing services pursuant to the Purchase Order removed from the site immediately. The participating LEA's right to declare such person unfit shall not be limited to the required exclusion of such persons from the provisions of federal and state laws legislated as child protective services.

VI.33 Separation of Employer Responsibilities

It is understood that the Vendor, in performing services and providing products pursuant to the Contract or any Purchase Order, is acting as an independent contractor and is not an agent, servant, partner nor employee of AGENCY or participating LEA. The Vendor has control over the services and products it delivers under the Contract and any Purchase Order, and shall be solely responsible for its own federal, state and local income taxes, salary, social security payments, and any and all other payments incurred by the Vendor in the performance of the Contract and any Purchase Order, as well as adhere to all necessary legal requirements governing employment. None of the benefits provided by AGENCY or participating LEAs to their own employees, including but not limited to retirement benefits, workers' compensation insurance, disability insurance, medical insurance and unemployment insurance, are available from them to the Vendor and/or any and all of the Vendor's

agents, servants and employees. The Vendor has no authority under the Contract or any Purchase Order to assume or create any such obligation or responsibility, expressed or implied, on the behalf or in the name of AGENCY or participating LEAs, or to bind AGENCY or participating LEAs in any way whatsoever.

VI.34 Epylon Merchant Agreement

Awarded Vendors and Authorized Resellers will be bound to the Epylon Merchant Agreement, which is attached to the electronic bid form.

VI.35 Prevailing Wage Rates

To the extent applicable to a Pennsylvania LEA, for Purchase Orders which include ancillary services constituting construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, exceeding \$25,000, in accordance with the Pennsylvania Prevailing Wage Act, approved August 15, 1961, Act No. 442, P.L. 987, as amended by Act 342 of 1963, P.L. 653, 43 P.S. 165-1 *et seq.*, and the regulations issued pursuant thereto, the Prevailing Wage Rates as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these Prevailing Wage Rates. The provisions of the Act, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Purchase Orders. Further information on implementation of the act, definition of maintenance work and prevailing wage rates may be requested from the Pennsylvania Department of Labor and Industry (800-932-0665 or 717-787-4763). To the extent applicable to an LEA from another state, such state's prevailing wage rate act, regulations and minimum wage rates are made a part of the Purchase Order. When applicable, use Davis-Bacon wage rates for federally assisted projects.

VII. Bid Pricing Specifications

Sections VII.1 through VII.20 provide bid pricing specifications for product lines bid.

VII.1 PEPPM Bid Price Submission Template

For each product line you bid, you must attach a corresponding pricing spreadsheet. Only the PEPPM Bid Price Submission Template in Microsoft Excel format may be used. It may be downloaded once from the bid section indicating which product line(s) are being bid. It may be duplicated as many times as needed for each product line(s) you are bidding.

There are two tabs in the spreadsheet to be completed. One is called the Quote Sheet and contains the PEPPM Bid Quote Sheet, and the other is called Bid Response and contains the PEPPM Bid Price Submission Template, which calculates your final effective bid price for every SKU being offered as part of the bid. A third tab called Instructions contains instructions for completing the other two tabs. Fill out a separate PEPPM Bid Price Submission Template for every product line you are bidding. You must fill out the white columns in the Bid Response tab with information including Manufacturer's SKU Number, Bidder's SKU Number, Product Name, Product Description, list price or cost price, and percent discount or markup. The spreadsheet will automatically calculate the effective bid price based on the percent of discount or markup you place in column H of the spreadsheet. Additional directions are included in the Excel workbook.

VII.2 PEPPM Bid Price Submission Template for Evaluation Only

Please note that the price list used in the PEPPM Bid Price Submission Template is for bid comparison purposes only. PEPPM will NOT post your markup over cost or discount amounts from this Template. Therefore Awarded Vendors will need to submit a post-award price list using the PEPPM Price List Template containing only final PEPPM prices for website posting.

VII.3 Method Used to Determine Bid Pricing

This bid is seeking specifically PEPPM educationally discounted prices for the entire list of offered products. AGENCY is asking Bidders to place bids as a specified markup percent over the applicable cost or as a discount percent off of a specified published list price (i.e. Manufacturer MSRP, National Educational, Web, Catalog, Retail, etc). The AGENCY and its CPA firm will need access to the cost (if markup is used) or list price (if discount is use) data to ensure bid compliance during the Contract period.

VII.4 Identifying List Price or Cost Data

If bidding Discount from List, the name of the published catalog or price list and its effective date used for determining PEPPM bid pricing in the Bid Response tab must be **CLEARLY IDENTIFIED** on the Quote Sheet tab in the PEPPM Bid Price Submission Template. PEPPM, its CPA firm and LEAs will use the designated price list as a basis for verifying the published PEPPM pricing meets the bid discount(s) for the bid evaluation and throughout the term of the Contract. For example, a copy of a designated price list for each item posted April 20th of a Contract year requested in August must be made available upon request.

If bidding Markup over Cost, the Bid Response tab in the PEPPM Bid Price Submission Template must contain the Awarded Vendor cost for each item listed. In addition, a report of cost for each item posted during the term of the Contract must be available upon request from PEPPM during the term of the Contract so that correct bid pricing under the Contract can be verified, e.g. A report of cost for each item posted April 20th of a Contract year requested in August must be made available upon request.

VII.5 Expressing the Percent of Discount or Markup

In column H on the Bid Response tab of the bid template, you must take care to correctly enter the percent of discount or markup in the proper form because the way you enter your discount affects the final effective calculated bid price.

If bidding Discount from List, the percent should be entered as a NEGATIVE number, because you are subtracting a percentage from your list price.

If bidding Markup over Cost, you should enter the percent as a POSITIVE number because you are adding a percentage to your costs.

If the percent of discount or markup is zero, enter “0” in the cell in column H.

VII.6 Importance of Final Effective Price

It is the Bidder’s responsibility to look at the final effective prices in column I of the Bid Response tab spreadsheet to see that they are calculated correctly. These are your official bid prices. If they

are not correct, then the percent you entered is incorrect, because the spreadsheet automatically calculates the correct effective prices based on your entries.

Prices in column I will be a basis for evaluation for bid awards.

Any inconsistencies in expressing your percent of discount or markup may result in your bid being non-responsive or subject to a reduction in score.

VII.7 Importance of Manufacturer's SKUs

It is important that you provide the correct manufacturer's SKU number without modification for each product you submit as part of the bid. The first phase of the evaluation process uses manufacturer SKU number, after stripping away hyphens, spaces and leading zeros, to compare pricing between competing companies.

Any Bidder created identifiers that changes a manufacturer's SKU must be removed prior to submission. Bidders must make their best efforts to match their "Manufacturer SKUs" to the manufacturer's published SKUs including and/or excluding identifier characters for such things as government or education pricing, country of use, color, or other manufacturer product identifiers. Bidder should note that these requirements are for their PEPPM Bid Price Submission Templates submitted at the time of the bid.

Once an award is made for a product line, the Awarded Vendor will use a different Pricelist Submission Template and these conditions for Manufacturer SKUs will not apply.

Irregularities in listing the manufacturer's SKU numbers in a Bidder's bid proposal may result in a bid determined as non-responsive or in a reduction of your overall bid evaluation score.

VII.8 Extent of Products Offered

Products and prices listed will be used to establish both the extent of a manufacturer's line available from a particular Bidder and the educational bid pricing per item. Although it is not necessary to list all of the products available from a bid product line, the bid evaluation will be affected by the number of items available from a particular Bidder over another.

Bidders must use their best judgment on which and how many items to list for a particular bid product line. When determining which products to submit, it is advised to **provide more, not fewer SKUs** and target education over other channel specific items.

Bidders of more than one product line must put the price list files of each product line bid on a separate template and upload it as an attachment to the corresponding product line being bid.

VII.9 Sort Order and Clear Delineation

Price lists must be clearly defined and sorted by Manufacturer and the Manufacturer SKU Number in ascending order. If price list is divided into standard subgroups, each subgroup must be well defined, easily identified and be sorted by Manufacturer SKU Number in ascending order within the subgroup.

VII.10 Inclusive Pricing

All prices quoted must be FOB Destination, with freight prepaid and included in the unit price. AGENCY will not consider any bids with escalator clauses, unbalanced or irregular features, or other provisions not in accordance with the specifications or bid sheets.

VII.11 Variable Discounts or Markups Within a Product Line

This bid allows you to define categories within a product line, which have varying degrees of discounts or markups. For example, the product line XYZ, may have a 10 percent discount for computers and a 30 percent discount for printers.

Categories must be clearly defined and fit a logical range of similar products. Variable discount percents will be allowed at the category level only.

Note:

Varying discounts per SKU will not be allowed.

When developing categories for variable discount or markup levels, a Bidder must make sure that he/she takes into consideration potential new products that the Bidder may want to add throughout the term of the Contract. New products must clearly fit into one of the established pricing categories at the discount or markup identified for that category or they cannot be added.

If categories for variable discount or markup levels are submitted, the list of categories with associated bid discount or markup **must be listed in the lined section of the Quote Sheet tab** on the PEPPM Bid Submission Template. If there are not enough spaces to list the different discounts or markups for each product line, you must attach a separate Excel bid template with the product line you are bidding. The PEPPM Bid Submission Template must be attached to the corresponding product line being bid.

VII.12 New Product Pricing

The bid pricing structure submitted must also apply to any new products announced and made available through PEPPM during the Contract period. New products and associated supplies added must be priced according to the bid discount or markup pricing structure submitted with bid. Pricing for new products offered at lower discounts or higher markups than was originally bid will not be permitted on PEPPM posted price lists or carry PEPPM bid protection. Bidders using variable discounts or markups across defined categories should be aware that if a new product does not fit into one of their bid defined categories with a same or greater discount/same or lower markup, it will not be allowed on PEPPM posted price lists or as a bid protected product under their Contract.

New products announced by the manufacturer that cannot be posted at or below the Awarded Vendor's bid price structure or that do not fit any of the bid defined categories may be added to the awarded product line by the Awarded Vendor if approved by the AGENCY. Awarded Vendors are required to submit a request to add such product in writing explaining the circumstances that do not allow these products to be posted according to the bid price structure.

Requests can only be made in the second and subsequent years of an award. No adjustments will be considered during the first year of an award. The AGENCY will only consider requests that involve products specifically used by K-14 schools and agencies and have quantities that warrant an

exception to their submitted bid price structure. Requests for adding one or more new products from the awarded product line that do NOT fit the bid price structure must be submitted thirty-days (30) prior to the annual renewal date (January 1 of each Contract year). Justification for any adjustment shall be in writing and be accompanied by appropriate documentation. The AGENCY reserves the right to reject any and all requests for additional products to an Awarded Vendor's product list and corresponding price structure. The new product additions shall apply to the Contract only upon approval and notification from the AGENCY.

VII.13 Pricing for Bundles

Bidders may submit price lists that provide for bundles that may include the bid items and third-party monitors, printers, etc., as long as all items in the bundle are ordered from and invoiced by the Bidder according to a single Purchase Order in which the third-party products are ordered on a one-for-one basis with the bid awarded item. Third-party items may be priced separately for comparison and as an add-on option for a basic bundle.

The third-party items cannot be offered individually and purchased separately (not on a one-for-one basis) from the Awarded Vendor with PEPPM bid protection (e.g. one or more ABC brand monitor(s) cannot be purchased as individual items (not bundled with XYZ computers) by an LEA from a vendor awarded the bid for XYZ computer equipment).

If orders are received by PEPPM containing third-party products from a vendor that is not the Awarded Vendor or an Authorized Reseller of the products, the LEA will be notified that the purchase of the items will not be PEPPM bid protected.

Note:

The question of prices on third-party items is a critical one to the integrity of PEPPM. Any items from a Bidder, on either the main product line being proposed, or a third-party item bundled or separately priced, must be offered at the pricing structure of the main product line under consideration, or better. For example, a Bidder bidding XYZ Computers at a markup of five percent (5%) must offer every item on its price list (XYZ and third-party items) at a markup of five percent (or less).

Bid awarded items bundled with third-party items must represent a greater value than the third-party items themselves (e.g. a bid awarded network interface card CANNOT be bundled with third-party computers to create a complete computer bundle). Software Bidders are not permitted to bundle hardware with a software offering without permission from PEPPM.

VII.14 Unacceptable Pricing Method

Use of the MARGIN pricing method IS NOT acceptable. All pricing submitted must be based either on a discount from list or a markup over cost basis.

VII.15 Allowances for Freight

If bidding markup over cost, the allowance for freight is to be built into either the cost of the product or the markup percent.

If bidding discount from list, the allowance for freight is to be built into the list price of the product or the discount percent.

Freight charges should NEVER be identified separately. Bidders must reflect a shipping allowance into the cost, markup, list or discount as noted above. This means that in all cases the markup percent times the cost should equal the markup amount and the discount percent times the list price should equal the discount amount. Adding the markup amount to cost or subtracting the discount amount from list should equal the final PEPPM price.

VII.16 Minimum Order for Free Shipping

The minimum order qualifying for F.O.B. delivered price via Awarded Vendor's standard shipping method shall be \$500 to the same shipping address. Orders for less than this amount to the same address may be accepted by the Awarded Vendor to ship prepaid with actual shipping charges added to invoice as a separate item. Shipping prices added must be actual documented costs of shipping. Awarded Vendor may charge for expedited, other special shipping circumstances or methods, if requested by the LEA. Shipping from or to the continental United States to or from Hawaii, Alaska or Puerto Rico may also be considered as special shipping. LEA must be notified on quotes if and when a shipping charge will be applied to their cost of purchase.

VII.17 Large Volume Purchase and Voluntary Price Reductions

In lieu of a separate competitive bidding procedure such as a traditional invitation to bid or RFP, the AGENCY reserves the right for LEAs to request Awarded Vendor voluntary price reductions from PEPPM Contract pricing. In the event the voluntary volume price reduction procedure is selected by the LEA, the LEA reserves the right to contact PEPPM Awarded Vendors to determine if a voluntary or volume price reduction would be available based upon the specific quantities and configurations required. The LEA shall obtain a written quotation from the PEPPM Awarded Vendor or Authorized Reseller indicating the volume or voluntary discount pricing and stating that it is an "As per PEPPM YYYY" bid price quote. (YYYY represents the Contract year the quote is issued.)

AGENCY reserves the right to research, conduct and execute electronic reverse auctions and/or requests for quotes or proposals for aggregated numbers of specific products under the Contract with interested and/or selected PEPPM Awarded Vendors in conformance with applicable laws.

In the event, one vendor is the sole Bidder on a particular product line, AGENCY and LEA reserve the right to seek a higher discount or lower markup before or after an award is made.

Bidders are urged to stipulate any additional predetermined discounts according to Bidder-designated criteria on product/price lists in such a way that LEAs can easily identify any additional discounts when they are available.

VII.18 Price Adjustments

Awarded Vendors must agree to appropriately adjust prices to correspond with manufacturer changes during the Contract period should a change from the manufacturer occur in a specific product line. Awarded Vendors must supply proof of such pass-through price changes upon request. Such price changes, along with any new product and/or promotion announcements, will be considered an ongoing part of the Contract. However, the quoted percent mark-up over cost or discount off of list must remain the same as originally quoted as part of the bid submission.

Note:

Awarded Vendor not only must comply with the pricing method originally submitted with their bid but also must make sure that posted PEPPM pricing is market competitive. If at any time throughout the term of the Contract the AGENCY determines that the pricing posted on PEPPM provided by the Awarded Vendor is not compliant with the bid price structure or is found not competitive with general street pricing, the product line award may be terminated if not corrected.

All product and price updates must be posted for LEAs by the AGENCY through the PEPPM or Epylon systems, unless special arrangements for an Awarded Vendor to maintain a custom PEPPM website have been made. Other than specific PEPPM quotations made in response to AGENCY or LEA requests, the PEPPM website (www.peppm.org) and the Epylon eCommerce website (www.epylon.com) must be the official Awarded Vendor and PEPPM bid product/price sources used for all PEPPM bid protected LEA purchases.

Awarded Vendor or manufacturer pages/price lists are not acceptable alternatives, unless the Awarded Vendor has specific written authority from AGENCY to establish Retriever/Punchout relationships with Epylon's eCommerce system or a PEPPM-specific web page environment. Specific quotations to LEAs may be provided according to Section VII.17 (Large Volume Purchase Voluntary Price Reductions) of the PEPPM 2015 Product Line Bid Terms and Conditions. All quotes for PEPPM purchases should have "As per PEPPM YYYY" (YYYY represents the Contract year the quote is issued) notification to assure that the Awarded Vendor is knowingly pricing at or below the PEPPM bid price structure and in accordance with PEPPM Terms and Conditions.

VII.19 Most-Favored Nations Clause

Bidder represents that it will use reasonable commercial efforts to ensure that the prices quoted or charged to any LEA under the Contract do not and will not exceed final prices offered outside the Contract to the LEA or other eligible LEAs under the Contract in each respective state in which LEAs are located for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

If upon discovery during the term of the Contract, the AGENCY verifies that the Awarded Vendor or its Authorized Resellers are offering PEPPM eligible LEAs or similarly situated customers lower prices outside the Contract, the AGENCY reserves the right to terminate the Contract or require the Awarded Vendor or its Authorized Resellers to offer the lower prices that are available outside of the Contract to LEAs or similarly situated customers. Similarly situated customers are non-residential customers that are located in the Awarded Vendor's or Authorized Reseller's geographic service area covered under this Contract.

VII.20 Bid Effective Period

AGENCY requires that a bid response to this solicitation be valid and irrevocable for one-hundred twenty days (120) after opening time and date. Bidder warrants that the bid price structure quoted in their response will be firm for acceptance for a period of not less than one hundred twenty (120) days from the bid opening date.

VIII. Bid Procedures and Directions

Sections VIII.1 through VIII.16 provide directions necessary for submitting a complete, responsive bid.

VIII.1 Bidder Responsibility to Review

Prospective Bidders are bound, not only by the general terms and conditions of this request for bids, but also the directions, specifications, references, and attachments included on the electronic bid form. It is the responsibility of all Bidders to examine the entire bid package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.

VIII.2 Questions and Clarifications

Technical questions on how to fill out the electronic bid form, upload or download attachments, or maintain your Epylon account can be directed to the Epylon customer service line at (888) 211-7438 or can be e-mailed to customerservice@epylon.com. For help on completing the bid, follow the Bid Information link at www.peppm.org.

All questions about the request for bids may be submitted in writing to PEPPM Bid Questions, CSIU, 90 Lawton Lane, Milton, PA 17847, by fax to PEPPM Bid Questions (fax number - (570) 522-0577) or by e-mail to bidquestions@peppm.org. All questions and responses will be available on the PEPPM website (www.peppm.org) as Frequently Asked Questions (FAQs). Questions received fewer than seven (7) days prior to Bid Due Date may not be answered.

It is the Bidder's responsibility to check the FAQs list on www.peppm.org before submitting their bid to learn of any clarifications or interpretations related to the bid requirements or procedures that may be addressed.

VIII.3 Ability to Follow Directions

The Bidders' ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidders' ability to follow instructions should they receive an award as a result of this solicitation. Any Contract between the AGENCY and an Awarded Vendor requires the delivery of information and data. The quality of organization and writing reflected in the bid will be considered to be an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the bid will be evaluated as a sample of data submission. Subjective judgment on the part of the AGENCY evaluators is implicit in this process.

VIII.4 Receipt and Opening of Bids

Electronically sealed bids for the furnishing, delivering, and installing, where called for, of the services, materials, implements and supplies, as required by the AGENCY for the PEPPM 2015 Product Line Bid, are due at 3:00 p.m. Eastern Time on Monday, September 22, 2014. Bids will be electronically unsealed at 9:00 a.m. Eastern Time on Tuesday, September 23, 2014. Opening will consist of PEPPM staff, in a public setting, clicking on the submitted bids.

Bids shall be opened at the time and place as designated. The name of each Bidder shall be publicly read and recorded in the presence of witnesses.

The AGENCY reserves the right to reject any or all bids not prepared in accordance with these or the following instructions or to waive any such informalities.

VIII.5 Bidder Withdrawal of Bid Proposal

A bid must be complete and final prior to a Bidder clicking the Submit button and sending it to the AGENCY. In the event a Bidder wishes to withdraw a bid, a Bidder can open their submitted electronic bid, scroll to the bottom of the page and click the Retract Response Button prior to the bid opening date.

Note:

This procedure should be used if a submitted bid needs to be changed or retracted.

After the bid has been opened, it may not be withdrawn, and the Bidder must supply awarded products at the bid price and in accordance with the terms and conditions.

VIII.6 Prudence and Forethought in Submission

Although the deadline for bids is 3:00 p.m. Eastern Time on Monday, September 22, 2014, it is in the best interests of Bidders to submit their bids far enough in advance to avoid any hindrances out of the control of the Bidder, Epylon or AGENCY. Such hindrances could include, extremely heavy Internet traffic, phone line disruption, busy circuits, unexpected computer outages or weather-related obstacles. AGENCY assumes no responsibility for hindrances out of its control and admonishes Bidders to submit early to avoid any possibility their bids may be late.

VIII.7 Time for Receiving Bids

Electronic bids received prior to the time of opening will be electronically sealed and securely kept unopened.

VIII.8 Late Bids

Late bids for product lines where other responsive bids have been received shall not be considered.

VIII.9 Errors in Bids

Bidders, and their authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications for submitting bids. The bidding system helps ensure one last thorough examination of the bid by requiring Bidders to review their bids one final time before clicking the Submit button. Bidders are advised to print/save a copy of all bid terms and conditions as well as all bid information submitted as part of the bid.

VIII.10 Public Record

All bids submitted to this PEPPM invitation shall become the property of the AGENCY and will become a matter of public record (except for vendor financial and reference data), available for review, subsequent to the award notification. PEPPM will adhere to the requirements of law on access to records. Those wishing to view the bids may do so by making an appointment.

VIII.11 Protests

Protests shall be filed with the AGENCY, and shall be resolved, in accordance with applicable law. A protest must be in writing and must be filed with the AGENCY. A protest of solicitation must be received at the AGENCY before the solicitation opening date. A protest of a proposed award or of

an award must be filed within ten days after the protester knows or should have known the basis of the protest.

A protest must include:

1. The name, address and telephone number of the protestor;
- 2) The original signature of the protester or its representative;
- 3) Identification of the solicitation;
- 4) A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested.

VIII.12 Validity of Proposal/Bid

AGENCY requires that a bid response to this solicitation be valid and irrevocable for one-hundred twenty (120) days after the bid opening date. Bidder warrants that the bid price structure quoted in their response will be firm for acceptance for a period of not less than one hundred twenty (120) days from the bid opening date.

VIII.13 Exceptions to Terms and Conditions

Any Bidder's exception to the Terms and Conditions may disqualify the bid from consideration at the sole discretion of the AGENCY. Compliance with Terms and Conditions is an important factor in the bid evaluation. Conformance to the Terms and Conditions in the solicitation is worth ten points in the bid evaluation process.

Any exception from requirements indicated herein must be stated, in writing, and included with the electronic bid submittal by entering those exceptions in the response box or by attaching a separate document alongside the relevant "exceptions" question in the Question Section.

Exceptions stipulated in Bidder's response may result in the bid being classified as non-responsive. Language to the effect that the Bidder does not consider this bid to be part of a contractual obligation will result in that Bidder's bid being disqualified. Terms of the request for bids that any Bidder considers particularly unwarranted, and to which that Bidder would have to take significant exception in his bid, should be stated clearly and concisely as exceptions and/or deviations.

VIII.14 Clarity in Response

Responses should be direct, concise, complete, and unambiguous.

VIII.15 Payment of Bid Fees

The AGENCY as the administrator of the PEPPM Bid requires a non-refundable payment in the amount of \$100 from each Bidder FOR EACH PRODUCT LINE BEING BID to cover the cost of receiving and evaluating the bid. One payment of \$100 per product line covers your submission to one or more states for each product line bid.

This fee will be collected inside the Epylon e-bid software module. Set up a valid credit card or checking account number in the profile section of your Epylon account.

If any credit card or checking account is declined, PEPPM reserves the right to disqualify a bid or to take such action necessary to collect all fees due as a result of the submission of the bid and any subsequent awards.

VIII.16 Payment of Award Fees

For every product line you or your company is awarded, a \$300 award fee is charged to do initial load, maintenance activities and administration of your contract(s). This fee may be paid by credit card or checking account. Your credit card or checking account will only be charged this particular fee if you are an Awarded Vendor and the fee will be \$300 per product line awarded. No fee will be charged if you are not an Awarded Vendor.

This fee will be collected inside the Epylon e-bid software module. Set up a valid credit card or checking account number in the profile section of your Epylon account.

IX. Bid Evaluation and Award Process

Sections IX.1 through IX.5 relate to the evaluation procedures of the bid and determination of awards.

IX.1 Award or Rejection of Bids.

PEPPM Contracts will be awarded to the lowest responsive and responsible Bidder for each product line complying with all provisions and limitations, providing the bid prices are reasonable and it is to the interest of the AGENCY and its eligible LEAs to accept them (as determined by the results of the scoring process identified in Section IX.4 below). The AGENCY reserves the right to accept or reject any or all bids. It reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time, or the bid of a Bidder where investigation shows it is not in a position to acceptably perform the Contract.

Contracts resulting from this request for bids are formed only after the AGENCY Board of Directors approves and the authorized Agency representative signs the applicable AGENCY and Awarded Vendor Agreement document.

IX.2 Qualification for Evaluation

In accordance with accepted standards of competitive sealed bid awards under applicable laws of the state of the AGENCY, competitive sealed bid awards will be made to the lowest responsive and responsible Bidder for each product line.

To qualify for evaluation, a bid must have been submitted on time, and materially satisfy all mandatory requirements identified in this document. All bids must contain answers or responses to the information requested in the electronic bid form and attachments. Any Bidder failing to provide the required documentation may be considered non-responsive. To be considered a responsive bid, the bid must reasonably and substantially conform to all the terms and conditions in the solicitation. Deviations or exceptions stipulated in Bidder response, while possibly necessary in the view of the Bidder, may result in disqualification. Language to the effect that the Bidder does not consider this solicitation to be part of a contractual obligation will result in that Bidder's bid being disqualified.

An essential part of the bid evaluation process is an evaluation to qualify the Bidder being considered as responsible. Bidders will be deemed responsible through a review and evaluation of the submitted bid materials and research performed by AGENCY representatives.

IX.3 Scoring Basis

The award of all bids will be based on the lowest responsive bid from competing Bidders deemed responsible and most capable of serving the LEAs determined through review and evaluation of the submitted bid materials and research performed by AGENCY representatives concerning Bidder capability. Notwithstanding the foregoing, bids which pertain solely to technology related services (e.g. recycling, mobile device insurance) may be awarded to multiple vendors.

The evaluation criteria and points for this solicitation are as follows:

- 1) Acceptance of terms and conditions in the solicitation – 10 points
- 2) Submission of required payments, information and forms (bid completeness) – 10 points
- 3) Bidder supply source – 5 points
- 4) Bidder service capabilities and pricing – 10 points
- 5) Bid prices – 90 points
- 6) Bidder's qualifications – 10 points
- 7) Past performance – 10 points
- 8) Marketing plan – 5 points

(Total points possible – 150)

Bidders should note that price represents 60% of their final score.

IX.4 Past Performance Information (PPI)

PPI is relevant information regarding a Bidder's actions under previously awarded contracts with schools, local, state, or federal agencies. It includes the Bidder's record of conforming to specifications and to standards of good workmanship; the Bidder's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Bidder's businesslike concern for the interests of the customer. Bidder's score on these items will be affected by LEA reports of poor performance reported to PEPPM during past contracts held.

Particular attention will be given to responsiveness to bid terms and conditions from previous contracts such as submission of price list updates, vendor contact and ordering instructions, citations from PEPPM's price review process and unpaid PEPPM invoices covering the past three years.

In addition and where no past performance information is available, the reports of references will be used to gauge past performance and responsibility of the Bidder.

IX.5 Timeline for Awards

It is the intent that awards will be made in a timely fashion to become effective January 1, 2015.

X. Post Award Requirements

Sections X.1 through X.15 relate to requirements of both parties after award decisions are made and through the duration of the Contract term.

X.1 Requests for Documents; Audit Provisions

Awarded Vendors shall cooperate with AGENCY's or its designated agent's reasonable requests for information and documentation relating to Purchase Orders under the Contracts.

The Awarded Vendor agrees to maintain records throughout the term of the Contract which will support the prices charged and costs incurred for the Purchase Order in accordance with the bid price structure and provide those records to AGENCY or its representatives upon reasonable request.

Note:

If a Bidder utilized the "Discount from List" price method, the Bidder is responsible for maintaining records of the monthly List Price utilized in calculation of the PEPPM discounted pricing that was provided to PEPPM for posting. If a Bidder utilized the "Markup over Cost" price method, the Bidder is responsible for maintaining records of the monthly cost data utilized in the calculation of their PEPPM pricing that was provided to PEPPM for posting.

The Awarded Vendor shall preserve books, documents, and records that relate to price data for the Purchase Order for a period of three (3) years from date of final payment. Awarded Vendor will cooperate in good faith with reasonable requests for copies of PEPPM related Purchase Orders and/or invoices, resulting contract documents, delivery/purchase orders, invoices or correspondence directly relating to any resulting agreement.

X.2 Minimum Sales

The Awarded Vendor agrees that its presence on PEPPM is not a guarantee of any sales to LEAs and agrees to market its products to LEAs to generate sales. The Awarded Vendor is expected to achieve a minimum of \$5,000 of PEPPM sales per quarter for each awarded product line. Failure to achieve that level may result in the termination of the Awarded Vendor's Contract for that product line at the end of any three-month period.

X.3 Leasing Information

Awarded Vendors may allow LEAs to enter into rental, lease, or lease purchase agreements, providing such agreements are in compliance with AGENCY's state statutes and State Department of Education policies, rules and regulations, as well as any state-specific laws and regulations applicable to LEAs in other states. Bidder agrees that leases will be in compliance with the Uniform Commercial Code for the state in which LEA is from.

AGENCY will not collect lease payments or be involved in the terms and conditions of the lease.

Bidder must indicate in its terms and conditions if the shipping costs for the return of leased or rented equipment are the responsibility of the LEA, and what that cost will be. No sale or assignment of a lease contract to a third party will be made without first informing AGENCY and the LEA of the sale or assignment. If an Awarded Vendor sells or assigns a lease contract to a third party, the cost of return must not be greater than the cost of return to the original Awarded Vendor.

Awarded Vendors providing lease or rental opportunities must submit a file detailing lease arrangements available to LEAs. PEPPM will post the information on the PEPPM website. (Awarded Vendor shall be required to provide such information electronically such as Microsoft Word or Adobe PDF document.) If the Awarded Vendor makes changes to their terms and conditions during the term of the lease contract, the new document must be filed with PEPPM for archiving and posting.

Lease or rental proposals to LEAs under the PEPPM Contract must clearly demonstrate that the base price of the equipment and services in the lease or rental proposal was derived using the PEPPM bid discounted pricing or better. The LEA shall submit a copy of all leasing documents, any associated PEPPM quotes and any other Awarded Vendor required document(s) with a Purchase Order or letter of intent to lease provided on school or agency letterhead and signed.

Awarded Vendor may utilize a state procurement agency approved lease agreement terms and conditions or may substitute its own leasing terms and conditions with the approval of the LEA.

Financing Arrangements:

Any financing arrangements (including lease purchasing arrangements) will be made directly between the Awarded Vendor and a LEA. Financing arrangements may be subject to additional laws, rules and regulations, terms and conditions not described in this document and are subject to separate negotiation with each LEA that is interested in such an arrangement. Each LEA should seek its own legal advice prior to entering into a financing arrangement. All lease arrangements are between the Awarded Vendor and the LEA only.

X.4 Employee Purchase Plans

In preparing responses, Bidders should understand that after a notice of award, each Awarded Vendor will be requested to submit a file describing their employee purchase program (if one exists) specifying procedures to be followed and persons to contact for interested employees. PEPPM will post information for such programs on its website, as a convenience to the Awarded Vendor and LEA, however, AGENCY assumes no obligations or liability with respect to such programs and such programs are outside of the Contract. (Awarded Vendor will be required to provide that information electronically in a Microsoft Word or Adobe PDF document).

X.5 Vendor Contacts and Ordering Instructions

Bidders should understand that FOLLOWING the award of bids, all Awarded Vendors must provide specific “Vendor Contacts and Ordering Instructions” which contain information that describes the ordering procedures participating LEAs must follow when submitting Purchase Orders. That information must contain the ordering address(es), contact person(s), phone number, fax number, e-mail address, etc., return policy, PEPPM’s fax number for receipt of Purchase Orders and the link to www.epylon.com for eCommerce ordering. The contact information must be provided for Awarded Vendors and/or any Authorized Resellers. This information needs to be submitted in electronic format (Microsoft Word for Windows or Mac) utilizing the prescribed Vendor Contacts

and Ordering Instructions Template by all Awarded Vendors for each product line awarded in each state.

In addition to your unique instructions, ordering instructions to the LEAs must also contain the following language: "All purchase orders must be faxed to (800) 636-3779 or submitted through www.epylon.com to guarantee bid protection."

A template will be provided to assist Awarded Vendors in preparing the Vendor Contacts and Order Instructions document.

Post award, your Vendor Contacts and Ordering Instructions document must be provided in Microsoft Word format using the required Vendor Contacts and Ordering Instructions Template form and must be e-mailed to peppmdocuments@peppm.org. These documents must be completed and submitted to above email address in order for your account to be activated and post pricing and ordering instructions to allow for the receipt of orders. This file must be clearly identified/labeled by including the title, "Vendor Contacts and Ordering Instructions," Awarded Vendor name, product line bid, and date.

X.6 Submitting Price Lists

In preparing responses, Bidders should understand that following the award of bids, all Awarded Vendors will be required to submit current electronic price lists (for posting) utilizing the PEPPM Price List Template for publication in order to activate your account and to allow for receipt of orders. The AGENCY will publish these price lists for LEA access via the PEPPM website and the Epylon eCommerce system.

In submitting data, Awarded Vendors must populate cells with the data listed below. Much of the information submitted will constitute the line item entries that LEAs will see when they view pricing on either www.peppm.org or www.epylon.com. Awarded Vendors should pay special attention to the way their data reads to ensure best marketing and positioning to LEAs. LEAs will not be able to search for items if product names and descriptive terms are abbreviated. The fields required to be populated may change from time to time as determined by the AGENCY and/or its consultants. Currently, the required fields are:

- Sort Number
- Price Method
- Vendor Stock Keeping Unit (SKU)
- Product Name
- Product Description
- Current Price Per Unit of Measure
- Unit of Measure (UOM)
- Manufacturer Name
- Manufacturer Stock Keeping Unit (SKU)
- Awarded Vendor
- Product UNSPSC Commodity Code

Awarded Vendors are reminded to include any ancillary services and their prices in their price list data as SKUs. All quotes provided by an Awarded Vendor under their PEPPM Contract must reflect the posted or better pricing.

X.7 Updates Must Be Provided

Awarded Vendors must submit updates (via electronic file transfer) on a timely basis (no longer than a five week period) or provide timely confirmation (no longer than a five week period) of current prices via electronic mail to designated PEPPM staff. Product/price lists not updated or confirmed may be removed from PEPPM online and Epylon; therefore, that product line will not be available for LEA's purchasing consideration or PEPPM bid protection. Pricing can change throughout the term of the Contract so long as the prices are within the bid structure that was originally submitted on the quote sheet.

Note:

- Ordering Instructions: need to be submitted on the required Template in Microsoft Word format (all in one file)
- Price Lists: need to be submitted on the required Excel Price List Template.
- All submitted files must be named in the following manner:
company name_product line_date (MMDDYY) e.g. ePlus_Cisco_010115.xls

X.8 Specials and Promotions

In preparing responses, Bidders should understand that Awarded Vendors may submit specials & promotions files for PEPPM online posting:

- Start and stop date of promotion must be included within the promotion itself
- Format needs to be either Microsoft Word or Adobe PDF
- Information should be submitted as one file per product line

X.9 Advertising

Pre-Award Advertising - Bidder shall not advertise or publish information concerning the Contract prior to the award being announced by the AGENCY.

Post-Award Advertising - Once the award is made, the Awarded Vendor may advertise to the LEAs that products/services are available under a PEPPM Contract. Awarded Vendor shall submit all ad copy to the AGENCY for review and approval prior to issuing the advertisement.

AGENCY requires that a marketing flier, brochure, web page or other similar marketing vehicle be developed and distributed by each Awarded Vendor promoting the available PEPPM Contract during the Contract term. This requirement should be part of the Bidder's Marketing Plan as described in Section X.10.

AGENCY may assist in the development of the marketing flier and material (if requested by Awarded Vendor), but in all cases shall have authority to review and approve any marketing materials containing references to the PEPPM program or its awarded Contracts. If a web page is used, the link to it will be made available from the PEPPM website.

Banner Advertising - In preparing responses, Bidders should understand that Awarded Vendors may submit banner advertising to be posted on the PEPPM website. Such submissions need to adhere to the following requirements:

- File size not to exceed 12Kb per image

- Image size not to exceed 450 pixels x 70 pixels
- Maximum of five banner images per product line
- Exact specification will be worked out on an individual basis

X.10 Marketing Plan

AGENCY requires that all Awarded Vendors develop a marketing program to include printed materials, web-based information, e-mails, telemarketing and other methods approved by the AGENCY. All promotional marketing materials must have the prior approval by AGENCY before distribution or posting and must include the PEPPM logo and other Contract information. PEPPM staff will work with all Awarded Vendors and their representatives to jointly market the PEPPM Contracts.

A report of all marketing activity involving PEPPM specific information shall be submitted on an annual basis. Failure to submit a report may result in suspension or termination of some or all PEPPM Contracts held by the Awarded Vendor.

Awarded Vendors may be requested to do joint presentations and/or exhibits with PEPPM staff to promote their products and services available through PEPPM Contracts. Some group presentations may be done in conjunction with other Awarded Vendors. Display exhibits at various statewide conferences are encouraged.

X.11 Catalog Function

Awarded Vendors have the option of using a cXML punch-out solution, whereby buyers log on to Epylon and are sent to the Awarded Vendor's own proprietary website, with Epylon's shopping cart functionality ("Retriever/PunchOut").

The Awarded Vendor choosing Retriever/PunchOut must be able to configure its own proprietary website to Epylon Retriever/PunchOut, according to Epylon's format and specifications, as contained in Epylon Retriever cXML specification document. These specifications may be obtained from Epylon upon the signing Epylon's standard Non-Disclosure Agreement.

X.12 Audit and Inspection Rights

The AGENCY and its CPA firm will need access to cost/list price data to ensure bid compliance during the Contract period. The AGENCY reserves the right to audit the Awarded Vendor for compliance with the published/quoted bid data. Awarded Vendors will be required to routinely submit data for bid compliance upon request.

X.13 Participation in Training and Responding to eQuotes

Awarded Vendors who receive an award for one or more product lines and their Authorized Resellers will be expected to have representative staff participate in either an in-person or online training session on how to use Epylon's Public View software. Awarded Vendors and/or Authorized Resellers are expected to respond in a timely manner to eQuote requests submitted to them through Public View.

X.14 News Release by Vendors

As a matter of policy, PEPPM does not endorse the products or services of an Awarded Vendor. News releases concerning any resultant Contract from this solicitation should not be made by an Awarded Vendor without the prior approval of PEPPM. All proposed news releases should be routed to PEPPM for review and approval.

X.15 Sales Force Training

Awarded Vendor is responsible for the training of its sales force on the use of its PEPPM Contract(s) in making sales under PEPPM's bid protection provisions. PEPPM staff may be available depending on scheduling to assist in training regional or district managers and/or sales personnel.

XI. Other Terms and Conditions

Sections XI.1 through XI.16 relate to miscellaneous legal provisions that are part of the bid and resulting Contract.

XI.1 Ecommerce Partner Contract Termination

In the unlikely event that the contract between AGENCY and its ecommerce partner, Epylon, is terminated by either AGENCY or Epylon, the AGENCY reserves the right to invoke a "Prorated Fee" in lieu of the "Transaction Fee" as originally outlined in Section III.4 above and Item 2 of the Agreement. The intent of this provision is to provide for continuation of the PEPPM program in the event of the termination of the AGENCY and Epylon contract for any reason.

This option will become effective at the discretion of AGENCY upon the termination of the AGENCY and Epylon contract if deemed necessary to continue PEPPM Contracts and services to both Awarded Vendors and LEAs. It may remain in force for the remaining term of this Contract. Awarded Vendors will have the option of continuing their PEPPM Contract under these terms.

In the event that PEPPM establishes a contract with another ecommerce provider or develops its own ecommerce system for publishing Contract information, receiving and processing orders and collecting transaction fees, PEPPM reserves the right to reinstate the original Transaction Fee and terms and conditions at the start of the next full year of the Contract term.

The following is a detailed listing of amended fees and terms and conditions that will be implemented and executed if termination of the AGENCY and Epylon contract occurs and the "Prorated Fee" system is invoked. This section also includes a table showing how the "Prorated Fee" will be calculated for each Awarded Vendor PEPPM Contract.

The Prorated Fee system is defined as follows:

1. The Transaction Fee for all Purchase Orders after the termination date WILL NO LONGER BE IN EFFECT.
2. Each Awarded Vendor will be assessed and invoiced a "Prorated Fee" (See table below) per year for each year of the Contract and extension year (if extended). Prorated fees will be determined by the amount of sales processed through the PEPPM Contract during the last full year of the Contract's term. For new product lines without a full year of spend history, a fixed fee of \$400 will be assessed.

PEPPM Prorated Fee Table

PEPPM Prorated Fee Table		
Minimum Projected Annual Spend Amt.	Maximum Projected Annual Spend Amt.	Prorated Annual Transaction Fee
\$0	\$25,000	\$400
\$25,001	\$50,000	\$438
\$50,001	\$100,000	\$875
\$100,001	\$500,000	\$1,750
\$500,001	\$1,000,000	\$8,750
\$1,000,001	\$5,000,000	\$17,500
\$5,000,001	\$10,000,000	\$87,500
\$10,000,001	\$15,000,000	\$175,000
\$15,000,001	\$20,000,000	\$262,500
\$20,000,001	and greater	\$350,000

3. Arrangements can be made for installment payment of fees in excess of \$1,000 prior to the start of the first full year following the implementation of the Prorated Fee system.
4. Purchase orders will no longer be faxed to PEPPM. All Purchase Orders will be submitted directly to the Awarded Vendor or the Authorized Reseller by the LEA, unless otherwise directed by AGENCY.
5. Awarded Vendor will be required to submit a report of all sales twice per year for each of the remaining years of the Contract.
6. PEPPM will promptly notify all LEAs of this change in procedure should this provision be activated.

XI.2 Bid Document Ownership Rights

The AGENCY or any LEA shall have the authority to reproduce, distribute (within the AGENCY or LEA only), and use any submitted report, data, or material, provided that the AGENCY or any LEA agrees to reproduce the copyright notice and any other legend of ownership on any copies thereof. Any software or modifications and any associated documentation that is designed or developed and delivered to the AGENCY or LEA as part of submission of the bid or performance of the Contract is subject to any licenses which accompany such items or as agreed to by Awarded Vendor and the AGENCY or any LEA. This request for bids, the electronic bid form and all attachments are copyrighted by AGENCY and Epsilon.

XI.3 Patent, Copyright, and Trademark Indemnity

The Bidder warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of the items or the process provided or used in the performance of the Purchase Order which is covered by a patent, copyright, or trademark registration or b) any copyrighted matter in any report document or other material provided to the AGENCY or LEA under the Contract or any Purchase Order. The Awarded Vendor shall defend any suit or proceeding brought against the AGENCY or any LEA on account of any alleged patent,

copyright or trademark infringement in the United States of the item(s) provided or used in the performance of the Contract or any Purchase Order. This is upon condition that the AGENCY or any LEA shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same. As principles of governmental or public law are involved, the AGENCY or any LEA may participate in or choose to conduct and at its own expense, the defense of any such action. If information and assistance are furnished by the AGENCY or any LEA at the Awarded Vendor's written request, it shall be at the Awarded Vendor's expense, but the responsibility for such expense shall be only that within the Awarded Vendor's written authorization.

The Awarded Vendor shall pay all damages, costs, and expenses, including attorney's fees that the Awarded Vendor or the AGENCY or any LEA may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any item(s) provided or used in the performance of the Contract or any Purchase Order that a court finally awards. If any of the item(s) provided by the Awarded Vendor are held in such suit or proceeding to constitute infringement and the use is enjoined, the Awarded Vendor shall, at its own expense and at its option, either procure the right to continue use of such infringement item(s), replace them with non-infringement equal performance item(s) or modify them so that they are no longer infringing. If the Awarded Vendor is unable to do any of the preceding, the Awarded Vendor agrees to remove all the equipment or software which is obtained contemporaneously with the infringing item(s), or, at the option of the AGENCY or LEA, only those items of equipment or software which are held to be infringing, and to pay the AGENCY/LEA: 1) any amounts paid by the AGENCY or any LEA towards the item(s) of the product, less straight line depreciation; 2) any license fee paid by the AGENCY or any LEA for the use of any software, less a reasonable amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Awarded Vendor under this section continue without time limit. No costs or expenses shall be incurred for the account of the Awarded Vendor without its written consent.

XI.4 Assignment of Antitrust Claims

The Awarded Vendor and the AGENCY or LEA recognize that in actual economic practice, overcharges by the Awarded Vendor's suppliers under the Contract and resulting from violations of state or federal antitrust laws are in fact borne by the AGENCY or any LEA. As part of the consideration for the award of the Contract or any Purchase Order, and intending to be legally bound, the Awarded Vendor assigns to the AGENCY or any LEA all right, title and interest in and to any claims the Awarded Vendor now has, or may acquire, under state or federal antitrust laws relating to the item(s) which are the subject of the Contract or Purchase Order, to the extent the AGENCY or LEA was actually harmed.

XI.5 Indemnification

To the fullest extent permitted by law, the Awarded Vendor shall indemnify and hold harmless the AGENCY and LEA from and against all claims, damages, losses and expenses, including without limitation attorney's fees and legal costs, arising out of or resulting from the Awarded Vendor's performance of the Contract and Purchase Order, including, without limitation claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of the Awarded Vendor, its Authorized Reseller, anyone directly or

indirectly employed by them or for anyone for whose acts they may be liable. The indemnification obligations under the Contract and Purchase Order shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Awarded Vendor or Authorized Reseller under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Further, nothing in these indemnification provisions are intended to waive or extinguish the immunity protections of AGENCY or LEA, its agents or employees as set forth in the Pennsylvania's Political Subdivision Torts Claims Act or other similar state or federal laws or constitutional provisions. Awarded Vendor's indemnity obligations shall be in addition to any insurance requirements under the Contract or Purchase Order, and shall survive the expiration or earlier termination of the Contract or Purchase Order.

XI.6 Applicable Law

With regard to the relationship between AGENCY and Awarded Vendor and any claims, disputes or other matters arising out of said relationship, the Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions). The Awarded Vendor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal court therein, waiving any claim or defense that such forum is not convenient or proper. The Awarded Vendor agrees that any such court shall have jurisdiction over it, and consents to service of process in any manner authorized by the respective state's law.

With regard to the relationship between an LEA and the Awarded Vendor and any claims, disputes or other matters arising out of said relationship, all LEA Purchase Orders shall be governed by and interpreted and enforced in accordance with the laws of the respective state (without regard to any conflict of law provisions) of the LEA. The Awarded Vendor consents to the jurisdiction of any court of the respective state and any federal courts in those states, waiving any claim or defense that such forum is not convenient or proper. The Awarded Vendor agrees that any such court shall have jurisdiction over it, and consents to service of process in any manner authorized by the respective state's law.

XI.7 Amendments

A bid may be amended by the Bidder up to the Bid Due Date and time.

AGENCY reserves the right to change, modify, add to or remove portions of the request for bids and its terms and conditions at any time prior to five (5) days before the Bid Due Date and time. Such changes will be announced specifically to all potential Bidders having accessed the bid documents and generally to all vendors entered in the PEPPM Vendor Database and the Epylon Registered Vendor List. Such changes will also be posted on the PEPPM website, www.peppm.org.

The Contract will represent the complete agreement between the AGENCY and the Awarded Vendor, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to the Contract shall be in writing in the form of an amendment signed by AGENCY and Awarded Vendor (and Epylon if Epylon is a necessary party).

XI.8 Severability

Should any term of the Contract be rendered unlawful by a court of competent jurisdiction or any legislative act, then the parties shall give effect to the balance of the Contract to the extent possible.

XI.9 Limits of Vendor Liability

The Awarded Vendor's liability to AGENCY under the Contract or any LEA under a Purchase Order shall be limited to the lesser of three million dollars (\$3,000,000) or three times (3x) the total price for the products, software and/or services as shown on the Purchase Order. This limitation will apply, except as otherwise stated in this clause, regardless of the form of action, whether in contract or in tort including negligence. This limitation does not, however, apply to damages for bodily injury or damage to real property or tangible personal property for which the Awarded Vendor is legally liable, nor will the limitation apply to the Awarded Vendor's indemnity of the AGENCY or any LEA for patent, copyright or trademark infringement.

XI.10 Provisions Required by Law

Each and every provision of law and any clause required by law to be in the Contract or any Purchase Order will be read and enforced as though it were included herein and therein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract or Purchase Order will forthwith be physically amended to make such insertion or correction.

XI.11 Rights of LEAs

In preparing responses, Bidders should understand that the rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law, at equity, under the Contract and any Purchase Order.

XI.12 Christian Doctrine

Any clause required by rule or regulation not included in this request for bids, the Contract or Purchase Order will be read as if in this request for bids, the Contract or Purchase Order, whether or not physically included.

XI.13 Nonexclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the AGENCY and eligible LEAs. AGENCY and eligible LEAs reserve the right to obtain like goods and services from another source.

XI.14 Novation

If the Awarded Vendor assigns, sells or transfers substantially all assets or the entire portion of the assets used to perform the Contract, a successor in interest must guarantee to perform all obligations under the Contract and offer awarded products at the same or better pricing determined by the bid discount or markup percent. AGENCY reserves the right to recommend acceptance or rejection of the new party. Confirmation of the acquiring vendor's intent and ability to honor all the obligations under the Contract and to offer awarded products at the same or better pricing determined by the bid discount or markup percent will be documented by signing and submitting a PEPPM Contract Assignment Form. A simple change of the Awarded Vendor's name will not change the contractual obligations of the Awarded Vendor.

XI.15 Insurance

The Awarded Vendor is required to purchase and maintain insurance for the protection of claims for damages because of bodily injury, including personal injury, sickness, disease or death of any of the Awarded Vendor's employees, agents, servants or of any personnel so insurable, for claims of damages due to injury or destruction of tangible property, including loss of use resulting from there from, and from claims arising out of the performance of the Contract or Purchase Order or caused by negligent acts for which the Awarded Vendor is legally liable. The Awarded Vendor must maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an LEA a minimum of \$1,000,000.00 of occurrence comprehensive general liability insurance (basic and umbrella coverage) covering the services and work contemplated by the Contract and Purchase Order.

The Awarded Vendor is required to purchase and maintain throughout the term of the Contract and throughout the term of any outstanding Purchase Orders with an LEA automobile and truck liability coverage with a minimum combined single limit liability of \$300,000.00.

As requested by the AGENCY or an LEA, the Awarded Vendor must provide a certificate of insurance evidencing all required coverage with at least a thirty (30) day notification period that must be given to the AGENCY and the LEA prior to any policy cancellation. All required insurance must be written on an occurrence basis and maintained with a carrier licensed to conduct business in the Commonwealth of Pennsylvania or the state in which the LEA resides, having a minimum rating of Best A. The AGENCY and LEAs shall be named as additional insureds on all policies of insurance required to be carried by Awarded Vendor under the Contract or Purchase Order.

The Awarded Vendor is required throughout the term of the Contract and through the term of any outstanding Purchase Orders to comply with the Pennsylvania Workmen's Compensation Act of 1951, and any such worker compensation acts from other states in which the LEA resides, and any supplements or amendments thereto, which may have been or may hereafter be passed.

XI.16 Copyright

This Request for Bids and its terms and conditions, the electronic bid form and all attachments are copyrighted by AGENCY and the Epylon Corporation, 2014 (© 2014, CSIU & Epylon).

C. The PEPPM Aruba Networks Ordering Instructions (FCC #3)

Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at **800-636-3779** or placed online through Epylon eCommerce. In the body of the purchase order, please include the following language: "As per PEPPM 2016"

Product Line: Aruba Networks, Inc.

Introduction

Aruba Networks is a leading provider of next-generation network access solutions for the mobile enterprise. The company's Mobile Virtual Enterprise (MOVE) architecture unifies wired and wireless network infrastructures into one seamless access solution for corporate headquarters, mobile business professionals, remote workers and guests. This unified approach to access networks enables IT organizations and users to securely address the Bring Your Own Device (BYOD) phenomenon, dramatically improving productivity and lowering capital and operational costs.

Listed on the NASDAQ and Russell 2000® Index, Aruba is based in Sunnyvale, California, and has operations throughout the Americas, Europe, Middle East, Africa and Asia Pacific regions. To learn more, visit Aruba at <http://www.arubanetworks.com>. For real-time news updates follow Aruba on Twitter and Facebook, and for the latest technical discussions on mobility and Aruba products visit Airheads Social at <http://community.arubanetworks.com>.

All purchasing questions can be submitted to Aruba as follows:

Email: orderentry@arubanetworks.com

Fax: (408) 273-6666

For additional assistance, please contact

Tina Espinosa

Order Management Manager

+1-408-329-5140

tespinosa@arubanetworks.com

Dan Rivera

Product Marketing Manager

+1-408-990-0900

drivera@arubanetworks.com

Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1 For volume pricing please contact one of the resellers listed below
3. Address the orders to:
Aruba Networks, Inc.
1344 Crossman Avenue
Sunnyvale, CA 94089

Or if using resellers:

Select one of the authorized resellers listed below and address the orders to:

Aruba Networks, Inc.
c/o (Selected Reseller Name)
Reseller Address

4. All quotes and orders should state "As per PEPPM 2016."
5. Fax the completed order to **800-636-3779**.
 - a. Your order will be reviewed and edited by PEPPM Staff.
 - b. You will be contacted to make any necessary corrections.
 - c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
 - d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over \$500.00.

Placing an order Online:

Before placing an online order, make sure that your Ship-to Address has been entered by the individual in your organization that manages your Epylon information. Click on My Profile_My Ship-to Addresses to view the addresses available on your account. If it is not listed, you must add it before creating the PO form. Ship-to Addresses are added under Accounts_Ship-to Addresses.

1. Login to Epylon at www.epylon.com.
2. Click on the Contracts tab.
 - a. Choose between a "line item" or "contracts" search.
 - b. Select **Aruba Networks, Inc.** from the Vendor (Awardee) list.
 - c. Click "Search."
3. Add selected line items to a List.
4. Assign a reseller to the item by using the checking the box next to the item and clicking the "Assign Distributor" button.

5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
6. Add selected items to a Purchase Order form.
7. Click "Submit" after entering a valid PO number and shipping address.
 - a. The PEPPM contract will automatically be referenced in your PO.
 - b. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
 - c. The order will immediately be viewable by the vendor.
 - d. Your order will be archived for audit support.
8. Standard shipping is included on all orders over \$500.00.

For any assistance using Epylon, contact service@epylon.com or call 888-211-7438.

Reseller Listing

Orders may not be faxed directly to these resellers. All orders must be placed through the PEPPM fax number (800-636-3779) or Epylon eCommerce to assure PEPPM bid protection.

Select one of the authorized resellers/dealers listed below and address the orders to:

State	Resellers
All States	<p>Aruba Networks, Inc. c/o Accuvant 1125 17th Street Suite 1700 Denver, CO 80202 Contact: Elizabeth Kinnel Phone: (720) 470-9414 Email: ekinnel@accuvant.com</p> <p>Aruba Networks, Inc. c/o Alcatel Lucent USA Inc. 600-700 Mountain Avenue Murray Hill, NJ 07974-2008 Contact: Eric Gregoire Phone: (603) 938-5769 Email: eric.gregoire@alcatel-lucent.com</p> <p>Aruba Networks, Inc. c/o The Apex Technology Group 2158 Plainfield Pike Suite 1 Cranston, RI 02921</p>

	<p>Contact: Tony Lovetere Phone: 401-277-3000 x 117 Email: tlovetere@apextechgroup.com</p> <p>Aruba Networks, Inc. c/o PacketLogix, Inc. 140 Lincoln Ave Barrington, RI 02806 Contact: Jennifer Boylan Phone: (617) 283-6591 Email: Jennifer@PacketLogix.com</p> <p>Aruba Networks, Inc. c/o CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60045 Contact: Sammy Calhoun Phone: (203) 851-7022 Email: Sammy@cdw.com</p>
Alaska	<p>Aruba Networks, Inc. c/o STRUCTURED COMMUNICATION SYSTEMS, INC. 12901 S.E. 97TH AVE, SUITE 400 Clackamas, OR 97015 Contact: Krissa Doud Phone: (503)-513-4590 Email: Krissa@structured.com</p>
Arizona	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
California	<p>Aruba Networks, Inc. c/o Advantel Inc. dba Advantel Networks 2222 Trade Zone Blvd. San Jose, CA 95131 Contact: Tom Warren Phone: (916) 504-4170 Email: twarren@advantel.com</p>

Aruba Networks, Inc.
c/o **Armature Systems Inc**
193 Howes Drive
Los Gatos, CA 95032
Contact: James Maze
Phone: 408-348-1654
Email: james@armaturesystems.com

Aruba Networks, Inc.
c/o **Carousel Industries**
659 South County Trail
Exeter, RI 02822
Contact: David Colangelo
Phone: (401) 583-7349
Email: dcolangelo@carouselindustries.com

Aruba Networks, Inc.
c/o **CDW Government LLC**
230 N. Milwaukee Ave.
Vernon Hills, IL 60045
Contact: Sammy Calhoun
Phone: (203) 851-7022
Email: Sammy@cdw.com

Aruba Networks, Inc.
c/o **DecoTech Systems, Inc.**
1180 Mount Diablo Blvd.
Walnut Creek, CA 94596
Contact: Pricilla Henneman
Phone: (925) 954-1520 X613
Email: PricillaH@decotech.com

Aruba Networks, Inc.
c/o **Digital Networks Group, Inc**
100 Columbia, Suite 100
Aliso Viejo, CA 92656
Contact: Lisa Young
Phone: 949-428-6354
Email: lyoung@digitalnetworksgroup.com

Aruba Networks, Inc.
c/o **ePlus Technology, Inc.**
130 Futura Drive
Pottstown, PA 19464
Contact: Nick D'Archangelo

Phone: 610-495-1293
Email: ndar@eplus.com

Aruba Networks, Inc.
c/o **Golden Star Technology, Inc**
12881 166th Street
Cerritos, CA 90703
Contact: Dennis Wang
Phone: 562-345-8700
Email: dpwang@gstes.com

Aruba Networks, Inc.
c/o **IT Management Corporation**
5201 Great America Pkwy.
Santa Clara, CA 95054
Contact:
Phone: 408-739-1100
Email: sled@itmhmt.com

Aruba Networks, Inc.
c/o **RedTail Networks dba Lanspeed**
6950 Hollister Ave. Ste. 104
Goleta, CA 93117
Contact: Nick Gianis
Phone: 805-682-9981
Email: ngianis@lanspeed.com

Aruba Networks, Inc.
c/o **MicroK12**
12631 Beverly Park Rd
Lynwood, WA 98087
Contact: Dave McNurlen
Phone: 425-697-3792
Email: davemc@microk12.com

Aruba Networks, Inc.
c/o **MSA Systems Inc.**
1340 S. De Anza Blvd
San Jose, CA 95129
Contact: Jose Perez
Phone: 520-226-7818
Email: jperez@msasys.com

	<p>Aruba Networks, Inc. c/o NE Systems, Inc 25106 Barnhill Rd Santa Clarita, CA 91350 Contact: Marcy Sherwood Phone: 661-288-7888 Email: Marcy.sherwood@ne-systems.com</p> <p>Aruba Networks, Inc. c/o Vector Resources, Inc. dba Vector USA 3530 Voyager Street Torrance, CA 90503 Contact: Michelle Morales Phone: 310-436-1052 Email: mmorales@vectorusa.com</p> <p>Aruba Networks, Inc. c/o STRUCTURED COMMUNICATION SYSTEMS, INC. 12901 S.E. 97TH AVE, SUITE 400 Clackamas, OR 97015 Contact: Krissa Doud Phone: (503)-513-4590 Email: Krissa@structured.com</p>
Colorado	<p>Aruba Networks, Inc. c/o Accuvant 1125 17th Street Suite 1700 Denver, CO 80202 Contact: Elizabeth Kinnel Phone: (720) 470-9414 Email: ekinnel@accuvant.com</p>
Connecticut	<p>Aruba Networks, Inc. c/o Atlantic Computing PO Box 270065 West Hartford, CT 06127 Contact: Steve Brown Phone: (860) 306-2819 Email: sbrown@atlantic.com</p> <p>Aruba Networks, Inc. c/o Custom Computer Specialists, Inc. 6 Blackstone Valley Place, Suite 402 Lincoln, RI 02865 Contact: Catherine Burton</p>

	<p>Phone: (800) 556-2828 Email: cburton@customonline.com</p> <p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
Delaware	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
Idaho	<p>Aruba Networks, Inc. c/o STRUCTURED COMMUNICATION SYSTEMS, INC. 12901 S.E. 97TH AVE, SUITE 400 Clackamas, OR 97015 Contact: Krissa Doud Phone: (503)-513-4590 Email: Krissa@structured.com</p>
Kansas	<p>Aruba Networks, Inc. c/o Choice Solutions, L.L.C. 7015 College Boulevard Overland Park, KS 66211 Contact: Lindsay Clayton Phone: 913-338-4950 Email: lclayton@choicesolutions.com</p>
Maine	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>

Missouri	<p>Aruba Networks, Inc. c/o Choice Solutions, L.L.C. 7015 College Boulevard Overland Park, KS 66211 Contact: Lindsay Clayton Phone: 913-338-4950 Email: lclayton@choicesolutions.com</p>
Massachusetts	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
Maryland	<p>Aruba Networks, Inc. c/o Adaptive Communications, LLC 325 Corporate Drive Portsmouth, NH 03801 Contact: Chris Vigneault Phone: (603) 433-1700 x 120 Email: chrisv@adaptcom.com</p> <p>Aruba Networks, Inc. c/o Data Networks of America, Inc. 309 International Circle, Suite 120 Hunt Valley, MD 21030 Contact: Jan Silhavy Phone: (410) 823-3000 Email: jsilhavy@datanetworks.com</p> <p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
Michigan	<p>Aruba Networks, Inc. c/o Delta Network Services 510 Highland Ave. Milford, MI 48381 Contact: Michael McGregor</p>

	<p>Phone: (248) 409-0077 Email: mike.mcgregor@delta-ns.com</p> <p>Aruba Networks, Inc. c/o Moss Audio Corp 561 Century Avenue SW Grand Rapids, MI 49503 Contact: Ronald Spencer Phone: (616) 451-9933 Email: ron@mosstele.com</p>
Missouri	<p>Aruba Networks, Inc. c/o Yellow Dog Networks 9664 Marion Ridge Dr. Kansas City, MO 64137 Contact: Jeff Thomas Phone: (816) 588-9173 Email: jthomas@yellowdognetworks.com</p>
Nevada	<p>Aruba Networks, Inc. c/o STRUCTURED COMMUNICATION SYSTEMS, INC. 12901 S.E. 97TH AVE, SUITE 400 Clackamas, OR 97015 Contact: Krissa Doud Phone: (503)-513-4590 Email: Krissa@structured.com</p>
New Hampshire	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
New Jersey	<p>Aruba Networks, Inc. c/o Carousel Industries 659 South County Trail Exeter, RI 02822 Contact: David Colangelo Phone: (401) 583-7349 Email: dcolangelo@carouselindustries.com</p>

Aruba Networks, Inc.
c/o **Custom Computer Specialists, Inc.**
70 Suffolk Court
Hauppauge, NY 11788
Contact: Peter Hazen
Phone: (800) 598-8989
Email: phazen@customonline.com

Aruba Networks, Inc.
c/o **Dell, Inc.**
1 Dell Way
Round Rock, TX 78682
Contact: Annette Perry
Phone: (215) 504-9586
Email: annette_perry@dell.com

Aruba Networks, Inc.
c/o **Easter DataComm, Inc.**
44 Commerce Way
Hackensack, NJ 07601
Contact: Paul Zimmermann
Phone: (201) 457-3311
Email: pzimmermann@easterndatacomm.com

Aruba Networks, Inc.
c/o **ePlus Technology, Inc.**
130 Futura Drive
Pottstown, PA 19464
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Email: ndar@eplus.com

Aruba Networks, Inc.
c/o **PacketLogix, Inc.**
140 Lincoln Ave
Barrington, RI 02806
Contact: Jennifer Boylan
Phone: (617) 283-6591
Email: Jennifer@PacketLogix.com

Aruba Networks, Inc.
c/o **Turn-key Technologies, Inc**
2500 Main Street Ext, Suite 10
Sayreville, NJ 08872
Contact: Craig Badrick

	<p>Phone: (732) 553-9100, x212 Email: cbadrick@tti-wireless.com</p> <p>Aruba Networks, Inc. c/o Vandis, Inc. 1 Albertson Ave. Albertson, NY 11507 Contact: Alexandra Jaycox Phone: (516) 281-2223 Email: AJaycox@vandis.com</p> <p>Aruba Networks, Inc. c/o Office Solutions Inc. 217 Mt Horeb Road Warren, NJ 07059 Contact: Joanne C. Pagoulatos Phone: (732) 356-0200 Email: jpagoulatos@ositechnology.com</p>
New York	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p> <p>Aruba Networks, Inc. c/o PKA Technologies, Inc 1 Executive Blvd Suffern, New York Contact: Ricky Liber Phone: (845) 738-2305 Email: ricky@pkatech.com</p>
North Carolina	<p>Aruba Networks, Inc. c/o Computer Design & Integration Southeast, LLC 1111 Metropolitan Ave. Suite 1070 Charlotte, NC 28204 Contact: E. Jane Moss Phone: 704-716-0012 Email: Jane.Moss@cdillc.com</p>

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c/o **Converged Networks, LLC**
2 Still Shadow Drive, Suite G
Charleston, SC 29414
Contact: Mike Duck
Phone: (843) 725-1356
Email: mduck@convergednetworks.com

Aruba Networks, Inc.
c/o **Data Networks of America, Inc.**
309 International Circle, Suite 120
Hunt Valley, MD 21030
Contact: Jan Silhavy
Phone: (410) 823-3000
Email: jsilhavy@datanetworks.com

Aruba Networks, Inc.
c/o **Data Network Solutions**
629 Lake Tide Drive
Chapin, SC 29036
Contact: Fred Reavis
Phone: (803) 932-9915
Email: fred.reavis@dnscoinc.com

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12631 Beverly Park Rd
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Phone: 425-697-3792
Email: davemc@microk12.com

Aruba Networks, Inc.
c/o **STRUCTURED COMMUNICATION SYSTEMS, INC.**
12901 S.E. 97TH AVE, SUITE 400
Clackamas, OR 97015
Contact: Krissa Doud

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Email: Krissa@structured.com

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3925 NE Skidmore
Portland, OR 97211
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659 South County Trail
Exeter, RI 02822
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Aruba Networks, Inc.
c/o **Comm Solutions**
140 Quaker Lane
Malvern, PA 19355
Contact: Paul Black
Phone: (610) 644-5155, x228
Email: pblack@commsolutions.com

Aruba Networks, Inc.
c/o **Connectivity Communications, Inc.**
PO Box 8380
Pittsburgh, PA 15218
Contact: John Stiles
Phone: (412) 459-0001
Email: jstiles@connectivitycom.com

Aruba Networks, Inc
c/o **Corporate Networking, Inc**
2960 Skippack Pike
PO Box 180
Worcester, PA 19490
Contact: Roger Kirk
Phone: (610) 584-8040
Email: rkirk@corpnetworking.com

Aruba Networks, Inc.
c/o **Data Networks of America, Inc.**
309 International Circle, Suite 120
Hunt Valley, MD 21030
Contact: Jan Silhavy
Phone: (410) 823-3000
Email: jsilhavy@datanetworks.com

Aruba Networks, Inc.
c/o **ePlus Technology, Inc.**
130 Futura Drive
Pottstown, PA 19464
Contact: Nick D'Archangelo
Phone: 610-495-1293
Email: ndar@eplus.com

Aruba Networks, Inc.
c/o **Micro Technology Groupe, Inc.**
200 Rittenhouse Circle
Unit 3 West
Bristol, PA 19007
Contact: Steve Katsman
Phone: (215) 788-6811 ext 1207
Email: steve@mtgroupe.com

Aruba Networks, Inc.
c/o **Transcend United Technologies**
460 East Swedesford Rd.
Suite 1080
Wayne, PA 19087
Contact: Eileen Wainwright
Phone: (484) 654-1539
Email: eileen.wainwright@transcendunited.com

Aruba Networks, Inc.
c/o **PAconnect** / Computer Connections
789 East Pittsburgh St.
Greensburg, PA 15601
Contact: Jeffrey Jude Daigle
Phone: (724) 838-7526
Email: jdaigle@paconnect.com

Aruba Networks, Inc.
c/o **AEC Group, Inc.**
3000 Montour Church Road
Oakdale, PA 15071
Contact: Brad Zonghetti
Phone: (412) 838-0100
Email: bzonghetti@aecgroup.com

Aruba Networks, Inc.
c/o **IntegraONE.**
7248 Tilghman Street
Allentown, PA 18106
Contact: Marty Andrefski
Phone: (482) 223-2480
Email: mandrefski@integral.net

Aruba Networks, Inc.
c/o **Turn-key Technologies, Inc**
2500 Main Street Ext, Suite 10
Sayreville, NJ 08872
Contact: Craig Badrick
Phone: (732) 553-9100, x212
Email: cbadrick@tti-wireless.com

Aruba Networks, Inc.
c/o **Advent Communications**
250 Meadowlands Blvd
Washington, PA 15301
Contact: Maureen Gerginski
Phone: (724) 916-2505
Email: mgerginski@adventcom.com

Aruba Networks, Inc.
c/o **Reabah, Inc. dba Networking Technologies**
3910 Caughey Rd
Erie, PA 16506
Contact: Wendy DeArment
Phone: (814) 836-000 x122
Email: wdearment@net-cloud.com

Rhode Island

Aruba Networks, Inc.
c/o **Custom Computer Specialists, Inc.**
6 Blackstone Valley Place, Suite 402
Lincoln, RI 02865
Contact: Catherine Burton
Phone: (800) 556-2828
Email: cburton@customonline.com

Aruba Networks, Inc.
c/o **ePlus Technology, Inc.**
130 Futura Drive
Pottstown, PA 19464
Contact: Nick D'Archangelo
Phone: 610-495-1293
Email: ndar@eplus.com

Aruba Networks, Inc.
c/o **PacketLogix, Inc.**
140 Lincoln Ave
Barrington, RI 02806
Contact: Jennifer Boylan
Phone: (617) 283-6591
Email: Jennifer@PacketLogix.com

South Carolina

Aruba Networks, Inc.
c/o **Computer Design & Integration Southeast, LLC**
1111 Metropolitan Ave. Suite 1070
Charlotte, NC 28204
Contact: E. Jane Moss
Phone: 704-716-0012
Email: Jane.Moss@cdillc.com

Aruba Networks, Inc.
c/o **Converged Networks, LLC**
2 Still Shadow Drive, Suite G
Charleston, SC 29414
Contact: Mike Duck
Phone: (843) 725-1356
Email: mduck@convergednetworks.com

Aruba Networks, Inc.
c/o **Data Networks of America, Inc.**
309 International Circle, Suite 120
Hunt Valley, MD 21030
Contact: Jan Silhavy

	<p>Phone: (410)823-3000 Email: jsilhavy@datanetworks.com</p> <p>Aruba Networks, Inc. c/o Data Network Solutions 629 Lake Tide Drive Chapin, SC 29036 Contact: Fred Reavis Phone: (803) 932-9915 Email: fred.reavis@dnscoinc.com</p>
Texas	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>
Vermont	<p>Aruba Networks, Inc. c/o Comm Solutions 140 Quaker Lane Malvern, PA 19355 Contact: Paul Black Phone: (610) 644-5155, x228 Email: pblack@commsolutions.com</p>
Virginia	<p>Aruba Networks, Inc. c/o Adaptive Communications, LLC 325 Corporate Drive Portsmouth, NH 03801 Contact: Chris Vigneault Phone: (603) 433-1700 x 120 Email: chrisv@adaptcom.com</p> <p>Aruba Networks, Inc. c/o Data Networks of America, Inc. 309 International Circle, Suite 120 Hunt Valley, MD 21030 Contact: Jan Silhavy Phone: (410)823-3000 Email: jsilhavy@datanetworks.com</p>

Aruba Networks, Inc.
c/o **Data Network Solutions**
629 Lake Tide Drive
Chapin, SC 29036
Contact: Fred Reavis
Phone: (803) 932-9915
Email: fred.reavis@dnscoinc.com

Aruba Networks, Inc.
c/o **ePlus Technology, Inc.**
130 Futura Drive
Pottstown, PA 19464
Contact: Nick D'Archangelo
Phone: 610-495-1293
Email: ndar@eplus.com

Aruba Networks, Inc.
c/o **Carousel Industries**
659 South County Trail
Exeter, RI 02822
Contact: David Colangelo
Phone: (401) 583-7349
Email: dcolangelo@carouselindustries.com

Washington

Aruba Networks, Inc.
c/o **Accuvant**
1125 17th Street Suite 1700
Denver, CO 80202
Contact: Elizabeth Kinnel
Phone: (720) 470-9414
Email: ekinnel@accuvant.com

Aruba Networks, Inc.
c/o **MicroK12**
12631 Beverly Park Rd
Lynwood, WA 98087
Contact: Dave McNurlen
Phone: 425-697-3792
Email: davemc@microk12.com

Aruba Networks, Inc.
c/o **STRUCTURED COMMUNICATION SYSTEMS, INC.**
12901 S.E. 97TH AVE, SUITE 400
Clackamas, OR 97015
Contact: Krissa Doud

	<p>Phone: (503)-513-4590 Email: Krissa@structured.com</p> <p>Aruba Networks, Inc. c/o TierPoint, LLC. 23403 E. Mission Ave. Liberty Lake, WA 99019 Contact: Octavio Morales Phone: (509) 688-2572 Email: octavio.morales@tierpoint.com</p>
West Virginia	<p>Aruba Networks, Inc. c/o ePlus Technology, Inc. 130 Futura Drive Pottstown, PA 19464 Contact: Nick D'Archangelo Phone: 610-495-1293 Email: ndar@eplus.com</p>

In the body of the purchase order, please include the following language: "As per PEPPM 2016"

**D. The PEPPM 2015 Product Line Bid
(FCC #4)**

**PEPPM 2015 Product Line Bid
CSIU and AWARDED VENDOR AGREEMENT**

BETWEEN

Central Susquehanna Intermediate Unit, Lewisburg, Pennsylvania

AND

Aruba Networks, Inc.

(Bidder's legal name referred to throughout this Agreement as "Awarded Vendor")

For the Product Line:

Aruba Networks Corporation

Product Line Manufacturer/Publisher Name

Networking and security products

Product Line Description (as per PEPPM Product Line Bid List)

RECITALS

1. Central Susquehanna Intermediate Unit (Intermediate Unit No. 16, referred to throughout this Agreement as "AGENCY") is an intermediate unit established by and existing under Article IX-A of the Pennsylvania Public School Code of 1949, as amended, 24 P.S. §§9-901-A et. seq., with its principal place of business on Lawton Lane in the Borough of Milton, Northumberland County, Pennsylvania, and having as its mailing address 90 Lawton Lane, Milton, PA 17847.
2. AGENCY has developed and operates a cooperative bidding program for technology equipment and supplies known as PEPPM that serves all public school districts, area vocational technical schools, intermediate units, BOCES, state-approved private schools, public libraries, non-public schools, state approved charter schools, community colleges and, with the Awarded Vendor's approval and where permissible by statute or regulation, colleges, universities, county governments, local municipalities, county/municipal authorities, special districts, state agencies and other eligible non-profit organizations in Pennsylvania and similar entities in other states (collectively, "LEAs"). AGENCY is the national coordinator for the PEPPM program.
3. Vendor is an individual or entity that has submitted a bid to the AGENCY and that hereby enters into this Agreement, which shall be valid only if approved by the AGENCY's Board of Directors and counter-signed by the authorized designee of the AGENCY. Vendor's legal address is:

1344 Crossman Ave.

Sunnyvale, CA

94089

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, AND INTENDING TO BE LEGALLY BOUND, AGENCY AND AWARDED VENDOR AGREE THAT:

1. General Terms and Conditions

- a. Vendor will attain legal "Awarded Vendor" status when both its bid is approved by the AGENCY's Board of Directors and this Agreement is counter-signed by an authorized designee of the AGENCY.
- b. Awarded Vendor agrees to abide by Terms and Conditions contained in the Request for Bids (RFB) titled "PEPPM 2015 Product Line Bid – Pennsylvania" and all other requirements of the Agreement as outlined in 1.e for the entire length of term of the Agreement.
- c. Awarded Vendor agrees to extend its bid prices according to all Terms and Conditions of the contract documents to all LEAs that are authorized to purchase the products included in the Awarded Vendor's bid.
- d. For the term of this Agreement and all extensions, Awarded Vendor agrees to remit the PEPPM Transaction Fee based on the following terms to Epylon Corporation ("Epylon") of Danville, California:

To support ongoing administration of the PEPPM purchasing cooperative, Awarded Vendor will be required to pay the Epylon Corporation a PEPPM Transaction Fee of 1.75 percent, collected by Epylon, of the purchase price for each completed purchase off of the Agreement regardless of the method of submission of any purchase orders. This fee will not be charged to or paid by the LEAs participating in PEPPM and is not to be stated or included in the bid responses, contract prices, or any quotes provided.

Vendor and its Authorized Resellers will be required to agree to the terms and conditions found in the Epylon Vendor Merchant Agreement at www.epylon.com and in bid Terms and Conditions incorporated herein by reference.

- e. Together, this Agreement, the PEPPM 2015 Product Line Bid-Pennsylvania RFB documents and attachments including, but not limited to the PEPPM 2015 Product Line Bid-Pennsylvania Terms and Conditions, all contract documents and other terms and conditions referenced therein, bidder's answers to questions, bidder attachments, references to laws, and the Awarded Vendor's quote sheet, bid, and effective prices shall constitute the entire Agreement between AGENCY and Awarded Vendor. There are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind, concerning this Agreement except as contained in this and those documents.
- f. No amendment to this Agreement shall be binding on either party unless it is in writing signed by both parties, which writing makes specific reference to this Agreement.

2. Length of Term

- a. This Agreement shall commence on January 1, 2015 and end on December 31, 2017.
- b. If the AGENCY chooses to extend the bid award beyond the Termination Date of December 31, 2017 for a period of up to one year beyond the original termination date, this Agreement will automatically extend upon mutual agreement with the AGENCY and the Awarded Vendor. Awarded Vendor responsibilities under this Agreement will continue, AGENCY services under this Agreement will continue to be provided and all fees enumerated by this Agreement will continue to be payable by the Awarded Vendor for a corresponding period of time.
- c. This Agreement shall be binding on and inure to the benefit of the successors and assigns of both parties as allowed pursuant to the Terms and Conditions contained in the RFB. Any rights and obligations arising during the term of this Agreement shall survive its termination.
- d. Either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching

party identifying the matter constituting the material breach; (c) by mutual consent of the parties; or (d) by AGENCY as set forth in the RFB Terms and Conditions.

3. Information, Audits, and Notices

- a. Awarded Vendor shall cooperate with the AGENCY on requests for additional information, which will assist the AGENCY in serving PEPPM eligible LEAs throughout the term of this Agreement.
- b. Awarded Vendor shall cooperate with AGENCY's reasonable requests for information and shall comply with all audit provisions contained within the Terms and Conditions of the "PEPPM 2015 Product Line Bid – Pennsylvania" RFB.
- c. The AGENCY agrees to not disclose this information to any party except to parties involved with PEPPM management and operations, or as otherwise required by law.
- d. All notices explicitly or implicitly required by this Agreement shall be delivered by certified mail to the parties at the address referred to in the Background of this Agreement. Unless proven to the contrary by the recipient, notice shall be deemed received no more than two business days after its postmark by the postal service.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused their hands and seals to be affixed.

CSIU use only:


**CENTRAL SUSQUEHANNA
INTERMEDIATE UNIT**

Susan Kinney
Witness

By Kevin Singer
CSIU Executive Director

Print Names Above:


Signature


Signature

Date: January 22, 2015

Date: January 22, 2015

[signatures continued on following page]

**E. The February 29, 2016 PEPPM Mini-Bid
Email (FCC #5)**

Mitchell, Alexandria

From: Krail, Jackie <jkrail@mciu.org>
Sent: Thursday, December 08, 2016 3:26 PM
To: Kennedy, Gail
Subject: FW: PEPPM Mini-Bid for E-rate - Requests for Proposals
Attachments: North Penn SD PEPPM E-rate Mini Bid 2-25-16.xlsx

From: Krail, Jackie
Sent: Monday, February 29, 2016 10:58 AM
To: jkrailconsult <jkrailconsult@mciu.org>
Cc: Landis, Kristen <landiskc@npenn.org>; Eck, Kevin <eckkm@npenn.org>
Subject: PEPPM Mini-Bid for E-rate - Requests for Proposals

Dear Vendor:

Our school district will be applying for Category 2 E-rate funding for Funding Year 2016 using the 2016 PA PEPPM Contract. In accordance with E-rate rules that all equivalent product lines must be provided the opportunity to submit proposals, we are hereby conducting an E-rate Mini-Bid. Attached to this message is a list of the equipment and services (or their functional equivalent) for which we are seeking proposals.

Proposals are required to be submitted to **Kristen Landis** (landiskc@npenn.org) **copying me (by replying to this email)** no later than **Wednesday, March 30, 2016 at 12 pm Eastern Time** in Excel format **(with no passwords or protections built into the spreadsheet)** by school building.

The following are requirements with which the winning vendor will be expected to comply:

- The quantities shown on the attachment are estimates. The District reserves the right to increase or decrease quantities as is needed to meet District needs.
- Equipment price quotes should be based on new and not refurbished equipment.
- The equipment is itemized by E-rate Category. We prefer to award to a single vendor for all of the equipment listed in a single Category.
- All power cords and cables should be included in the bid quote.
- The winning vendor will be expected to complete the Form 471 Item 21 Template that will then be uploaded with the District's FY 2016 E-rate Category 2 application. Templates are available at: <http://www.usac.org/sl/tools/forms/471-templates.aspx>.
- Vendors must have a valid E-rate SPIN number and must submit it with the proposal unless Authorized Resellers can or must be used to submit orders.
- Although specific equipment is listed on the attachment, the District will consider proposals for equipment manufactured by other companies that is equivalent in quality and functionality. Such "equivalent" manufacturer proposals should add three new columns to the right of the specific equipment name, showing alternative equipment manufacturer, model number, and bundled warranty information. ***Equivalent manufacturers also must include in their proposal manufacturer proof such as manufacturer's specifications or other similar documentation that the equipment is equivalent in quality and functionality, and also is interoperable with this equipment listed in the equipment mini-bid list.***
- Proposals must include a description of the manufacturer's equipment warranty for each component listed. Descriptions should be specific and include the number of years covered by the warranty. E-rate rules

allow for NO MORE than a 3-year manufacturer's warranty to be included as long as the costs are seamlessly bundled with the cost of the equipment and not broken out separately.

- Vendors must agree to provide discounted billing to the District, whereby the vendor submits a Form 474 invoice to USAC to seek reimbursement for the discounted share of the eligible costs.
- Vendor shall maintain copies of all proposals, correspondence, receipts, purchase orders, delivery information, memoranda and other data relating to Vendor's equipment and services related to this procurement. All such records shall be retained for 10 years following completion of services and/or installation of equipment, and shall be subject to inspection and audit by the District.
- In addition to the foregoing, the winning vendor must maintain and enforce an internal E-rate audit process that ensures that vendor complies with all E-rate program rules and regulations. This process must include the following:
 - Where labor is involved, maintaining detailed, signed individual timesheets
 - Ensuring that ineligible charges are not submitted to USAC
 - Invoicing to USAC that is consistent with Item 21 attachment and Funding Commitment Decision Letter (FCDL)
 - Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
 - Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
 - Documenting that E-rate funded equipment/services were provided within the E-rate funding year
 - Charging USAC for proper FRN(s)
 - Ensuring that invoices are submitted to the District in a timely manner
 - Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format upon project completion.

*Preferred Product Lines are Aruba and Cisco
District located in Montgomery County, PA*

*Technical questions should be emailed to eckkm@npenn.org (no phone calls please)
E-rate questions should be emailed to jkrail@mciu.org (no phone calls please)*

Jackie

Jackie Krail
Montgomery County Intermediate Unit
Office of Technology Services
2 West Lafayette Street
Norristown, PA 19401
610.755.9352 (phone)
888.974.1085 (fax)
jkrail@mciu.org

[Tell us how we are doing! - Take our short survey](#)

 Please do not print this email unless it is absolutely necessary. Let's be green together.

NORTH PENN SCHOOL DISTRICT E-RATE PEPPM MINI-BID
DISTRICT MAIN OFFICE IS IN LANSDALE PA 19446
MONTGOMERY COUNTY, PA

To be completed by vendor

**Only required for vendors
submitting equivalent product line
quotes (different than Column C)**

School Name	PEPPM Category	Manufacturer Name	Model Number	Description	Estimated Quantity	Price/Unit	Extended Price (quantity * unit price)	Equivalent Make	Equivalent Model
Pennbrook Middle School	Wireless	Aruba	215	Access Point	99		\$ -		
Pennbrook Middle School	Wireless	Aruba	215	Access Point License	99		\$ -		
Pennbrook Middle School	Wireless	Aruba	215	AP security and support bundle	99		\$ -		
Pennbrook Middle School	Switches	Cisco	WS-C2960X-48TS-L	Non-POE Switch	12		\$ -		
Pennbrook Middle School	Switches	Cisco	WS-C2960X-48FPD-L	POE Switch	13		\$ -		
Pennbrook Middle School	Switches	Cisco	C2960X-STACK	Switch	25		\$ -		
Pennbrook Middle School	Switches	Cisco	CAB-STK-E-3M=Stack Cable	Switch	10		\$ -		
Pennbrook Middle School	Switches	Cisco	SFP-10G-SR-S Transceiver	Switch	10		\$ -		
Penndale Middle School	Wireless	Aruba	215	Access Point	100		\$ -		
Penndale Middle School	Wireless	Aruba	214	Access Point	11		\$ -		
Penndale Middle School	Wireless	Aruba	AP-220-MNT-W2	Mount	11		\$ -		
Penndale Middle School	Wireless	Aruba	215/214	Access Point License	111		\$ -		
Penndale Middle School	Wireless	Aruba	215/214	AP security and support bundle	111		\$ -		
Penndale Middle School	Switches	Cisco	WS-C2960X-48TS-L	Non-POE Switch	15		\$ -		
Penndale Middle School	Switches	Cisco	WS-C2960X-48FPD-L	POE Switch	13		\$ -		
Penndale Middle School	Switches	Cisco	C2960X-STACK	Switch	28		\$ -		
Penndale Middle School	Switches	Cisco	CAB-STK-E-3M=Stack Cable	Switch	10		\$ -		
Penndale Middle School	Switches	Cisco	SFP-10G-SR-S Transceiver	Switch	12		\$ -		
Penndale Middle School	Wireless	Aruba	AP-ANT-1B	Antenna	33		\$ -		
Pennfield Middle School	Wireless	Aruba	215	Access Point	84		\$ -		
Pennfield Middle School	Wireless	Aruba	214	Access Point	11		\$ -		
Pennfield Middle School	Wireless	Aruba	AP-220-MNT-W2	Mount	11				
Pennfield Middle School	Wireless	Aruba	215/214	Access Point License	95		\$ -		
Pennfield Middle School	Wireless	Aruba	215/214	AP security and support bundle	95		\$ -		
Pennfield Middle School	Switches	Cisco	WS-C2960X-48TS-L	Non-POE Switch	13		\$ -		
Pennfield Middle School	Switches	Cisco	WS-C2960X-48FPD-L	POE Switch	9		\$ -		
Pennfield Middle School	Switches	Cisco	C2960X-STACK	Switch	27		\$ -		
Pennfield Middle School	Switches	Cisco	CAB-STK-E-3M=Stack Cable	Switch	10		\$ -		
Pennfield Middle School	Switches	Cisco	SFP-10G-SR-S Transceiver	Switch	10		\$ -		
Pennfield Middle School	Wireless	Aruba	AP-ANT-1B	Antenna	33		\$ -		
North Penn High School	Wireless	Aruba	215	Access Point	179		\$ -		
North Penn High School	Wireless	Aruba	214	Access Point	31		\$ -		
North Penn High School	Wireless	Aruba	AP-220-MNT-W2	Mount	31		\$ -		
North Penn High School	Wireless	Aruba	215/214	Access Point License	210		\$ -		
North Penn High School	Wireless	Aruba	215/214	AP security and support bundle	210		\$ -		
North Penn High School	Switches	Cisco	WS-C2960X-48TS-L	Non-POE Switch	50		\$ -		
North Penn High School	Switches	Cisco	WS-C2960X-48FPD-L	POE Switch	33		\$ -		

NORTH PENN SCHOOL DISTRICT E-RATE PEPPM MINI-BID
DISTRICT MAIN OFFICE IS IN LANSDALE PA 19446
MONTGOMERY COUNTY, PA

To be completed by vendor

**Only required for vendors
submitting equivalent product line
quotes (different than Column C)**

School Name	PEPPM Category	Manufacturer Name	Model Number	Description	Estimated Quantity	Price/Unit	Extended Price (quantity * unit price)	Equivalent Make	Equivalent Model
North Penn High School	Switches	Cisco	C2960X-STACK	Switch	101		\$ -		
North Penn High School	Switches	Cisco	CAB-STK-E-3M=Stack Cable	Switch	20		\$ -		
North Penn High School	Switches	Cisco	SFP-10G-SR-S Transciever	Switch	38		\$ -		
North Penn High School	Wireless	Aruba	AP-ANT-1B	Antenna	81		\$ -		
North Penn High School	Wireless	Aruba	AP-ANT-25A	Antenna	4		\$ -		
North Penn High School	Wireless	Aruba	7220-US	Aruba 7220 Mobility Controller	1		\$ -		
North Penn High School	Wireless	Aruba	CP-VA-5K	ClearPass Access Management System	1		\$ -		
North Penn High School	Wireless	Aruba	SA3-CP-VA-5K	ARUBACARE NEXT DAY SUPPORT FOR CP-VA-5K	1		\$ -		
Total							\$ -		

School	Address
Bridle Path Elementary	200 Bridle Path Rd, Lansdale, PA 19446-1567
Gwyn Nor Elementary	139 Hancock Road, North Wales, PA 19454-2299
Gwyneed Square Elementary	1641 Supplee Rd, Lansdale, PA 19446-5466
Hatfield Elementary	1701 Fairgrounds Road, Hatfield, PA 19440-2827
Inglewood Elementary	1313 Allentown Road, Lansdale, PA 19446-4199
Knapp Elementary	698 Knapp Road, Lansdale, PA 19446-2957
A M Kulp Elementary	801 Cowpath Rd, Hatfield, PA 19440-2699
Montgomery Elementary	1221 Stump Rd, North Wales, PA 19454-5100
General Nash Elementary	1560 Liberty Bell Dr, Harleysville, PA 19438-3099
North Wales Elementary	201 Summit St, North Wales, PA 19454-3298
Oak Park Elementary	500 Squirrel Ln, Lansdale, PA 19446-1399
Walton Farm Elementary	1610 Allentown Rd, Lansdale, PA 19446-4064
York Avenue Elementary	700 York Ave, Lansdale, PA 19446-3331

F. The Quote from Comm Solutions signed on May 20, 2016 Binding the North Penn School District into a Contractual Agreement with Comm Solutions (FCC #6)

Marc Allen
Account Executive
610-889-7937
610-889-0484
Email: orders@commsolutions.com



140 Quaker Lane
Malvern, PA 19355
800-795-7559

QUOTE

Date	Quote #
05/02/16	CSCQ73514-01

Bill To: NORTH PENN SCHOOL DISTRICT
ATTN: A/P
401 EAST HANCOCK STREET
LANSDALE, PA 19446

Phone: (215)368-0400 Ext 00
Fax:

Ship To: NORTH PENN SCHOOL DISTRICT
Kevin Eck
401 E Hancock St
Lansdale, PA 19446
United States

Phone: 2153680400
Fax: 2153935841

*LIC-K12-1 is a license bundle that includes qty 1 AP, qty 1 PEFNG and Qty 1 RFP License. It also includes 1 year Arubacare support.

*HP Support is not quoted. Can be added upon request

Terms	Rep	P.O. Number	Ship Via
Net 30	Marc Allen		BESTWAY

Ln #	Qty	Description	Unit Price	Ext. Price
1		Pennbrook Middle School		
2	99	AP-215 ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, INT ANT	\$497.50	\$49252.50
3	99	LIC-K12-1 Aruba AP, PEFNG and RFP Bundle. Add one AP, PEFNG and RFP License to any K-12 bundle. Includes one year of ArubaCare support	\$82.50	\$8167.50
4		Penndale Middle School		
5	100	AP-215 ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, INT ANT	\$497.50	\$49750.00
6	11	AP-214 ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, ANT CONN	\$497.50	\$5472.50
7	11	AP-220-MNT-W2 Aruba Access Point Mount Kit (box style, secure, flat surface). Contains 1x flat surface wall/ceiling secure mount cradle. Color: black	\$37.50	\$412.50
8	33	AP-ANT-1B 2.4-2.5GHz (3.8dBi) / 4.9-5.875GHz (5.8dBi), High-Gain Omni-Directional Detachable Antenna. RP-SMA	\$15.00	\$495.00

Ln #	Qty	Description	Unit Price	Ext. Price
9	111	LIC-K12-1	\$82.50	\$9157.50
		Aruba AP, PEFNG and RFP Bundle. Add one AP, PEFNG and RFP License to any K-12 bundle. Includes one year of ArubaCare support		
10				
		Pennfield Middle School		
11	84	AP-215	\$497.50	\$41790.00
		ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, INT ANT		
12	11	AP-214	\$497.50	\$5472.50
		ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, ANT CONN		
13	11	AP-220-MNT-W2	\$37.50	\$412.50
		Aruba Access Point Mount Kit (box style, secure, flat surface). Contains 1x flat surface wall/ceiling secure mount cradle. Color: black		
14	33	AP-ANT-1B	\$15.00	\$495.00
		2.4-2.5GHz (3.8dBi) / 4.9-5.875GHz (5.8dBi), High-Gain Omni-Directional Detachable Antenna. RP-SMA		
15	95	LIC-K12-1	\$82.50	\$7837.50
		Aruba AP, PEFNG and RFP Bundle. Add one AP, PEFNG and RFP License to any K-12 bundle. Includes one year of ArubaCare support		
16				
		North Penn High School		
17	179	AP-215	\$497.50	\$89052.50
		ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, INT ANT		
18	31	AP-214	\$497.50	\$15422.50
		ARUBA WIRELESS AP, 802.11N/AC, 3X3:3, DUAL RADIO, ANT CONN		
19	31	AP-220-MNT-W2	\$37.50	\$1162.50
		Aruba Access Point Mount Kit (box style, secure, flat surface). Contains 1x flat surface wall/ceiling secure mount cradle. Color: black		
20	81	AP-ANT-1B	\$15.00	\$1215.00
		2.4-2.5GHz (3.8dBi) / 4.9-5.875GHz (5.8dBi), High-Gain Omni-Directional Detachable Antenna. RP-SMA		
21	4	AP-ANT-25A	\$182.50	\$730.00
		Dual Band, 90 Degree Sector, 5 dBi, ±45 Polarization, 2 Element MIMO, 2 x RPSMA pigtails 75cm (30in) Wall anchors for flush mount included. Optional pan/tilt bracket AP-ANT-MNT-3		
22	210	LIC-K12-1	\$82.50	\$17325.00
		Aruba AP, PEFNG and RFP Bundle. Add one AP, PEFNG and RFP License to any K-12 bundle. Includes one year of ArubaCare support		
23	1	7220-US	\$12747.50	\$12747.50
		Aruba 7220 Mobility Controller with 4x 10GBase-x (SFP/SFP+) and 2x dual media (10/100/1000BASE-T or SFP) ports. Includes one 350W AC power supply. US regulatory domain (for deployments in USA only).		
24	1	EN3-7220-US	\$5520.00	\$5520.00
		ARUBACARE NBD SUPPORT FOR 7220-US (3 YEAR)		

Ln #	Qty	Description	Unit Price	Ext. Price
25	1	CP-VA-5K ClearPass Access Management System (AM 5K Virtual Appliance Radius/TACACS+ Server)	\$7500.00	\$7500.00
26	1	EN3-CP-VA-5K ARUBA EDUCATION FOR CP-VA-5K (3 YEAR)	\$3240.00	\$3240.00
Please reference this quote number and send your purchase orders to "orders@commsolutions.com" or Fax: (610) 889-0484			SubTotal	\$332,630.00
			Sales Tax	\$0.00
Please send your quote requests to "quotes@commsolutions.com".			Shipping	\$0.00
			Total	\$332,630.00

I authorize Comm Solutions Company to execute this quote for immediate purchase. I agree to the terms and conditions on this quote and those listed at <http://www.commsolutions.com/terms-conditions>. I am authorized by my company/organization to make this purchase under these terms.

Signature:

Name/Title:

Date:

Kristen Lundis, PhD

Director of Technology

May 20, 2016

peer reviewed pls 3/28/16
peer reviewed jlm 3/28/16 per email
Peer reviewed DC 5/2/2016

Comm Solutions does not accept any returns. We pass through manufacturers return policies where applicable. Be aware that not all manufacturers accept returns.

This quote is good for 30 days from the date specified on this quote. Our standard terms and conditions apply to this quote. Please review them at www.commsolutions.com

If paying by a credit card, additional fees will apply.

G. Form 471 #161026788 (submitted on May 25, 2016) (FCC #7)

C2
PEPPM

Description of Services Ordered and Certification Form 471

FCC Form 471

Application Information

Nickname 471_NPenn_2016-17_Cat 2 PEPPM
Funding Year 2016

Application Number 161026788
Category of Service Category 2

Billed Entity

NORTH PENN SCHOOL DISTRICT
 401 E HANCOCK ST LANSDALE PA 19446 - 3961
 215-368-0400

Contact Information

Jackie Krail
 610-755-9352
 jkrailconsult@mciu.org

Billed Entity Number 126228
FCC Registration Number 0003262805
Applicant Type School District

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
Montgomery County Intermediate Unit	16065638	Norristown	PA	19401	610-755-9400	jk rail@mciu.org
DEBRA M. KRIETE, ESQ.	16043864	Mechanicsburg	PA	17050	717-232-0222	d mkriete@comcast.net

Entity Information**School District Entity - Details**

BEN	Name	Urban/Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
126228	NORTH PENN SCHOOL DISTRICT	Urban				Public School District	None

Related Entity Information**Related Child School Entity - Details**

BEN	Name	Urban/Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
20913	GENERAL NASH ELEMENTARY SCHOOL	Urban	2346570	200006907		None	Public School	None
20914	A.M. KULP ELEMENTARY SCHOOL	Urban				None	Public School	None
20915	HATFIELD ELEMENTARY SCHOOL	Urban				None	Public School	None
20916	PENNFIELD MIDDLE SCHOOL	Urban				None	Public School	None

BEN	Name	Urban/ Rural	State LEA ID	State School ID	NCES Code	Alternative Discount	School Attributes	Endowment
20922	OAK PARK ELEMENTARY SCHOOL	Urban				None	Public School	None
20923	BRIDLE PATH ELEMENTARY SCHOOL	Urban	12346570	200007406		None	Public School	None
20924	PENNDALE MIDDLE SCHOOL	Urban				None	Public School	None
20926	KNAPP ELEMENTARY SCHOOL	Urban				None	Public School	None
20928	YORK AVENUE ELEMENTARY SCHOOL	Urban				None	Public School	None
20929	WALTON FARM ELEMENTARY SCHOOL	Urban				None	Public School	None
20930	INGLEWOOD ELEMENTARY SCHOOL	Urban				None	Public School	None
20934	NORTH PENN SR HIGH SCHOOL	Urban				None	Public School	None
20937	GWYNEDD SQUARE ELEMENTARY SCH	Urban	12346570	200007314		None	Public School	None
20939	MONTGOMERY ELEMENTARY SCHOOL	Urban	12346570	200004830		None	Public School	None
20940	GWYN-NOR ELEMENTARY SCHOOL	Urban	12346570	200004831		None	Public School	None
20941	PENNBROOK MIDDLE SCHOOL	Urban	12346570	200003322		None	Public School	None
20942	NORTH WALES ELEMENTARY SCHOOL	Urban				None	Public School	None
16048062	NORTHBRIDGE SECONDARY SCHOOL	Urban				None	Public School	None

Related Child School Entity - Discount Rate Calculation Details

BEN	Name	Urban/ Rural	Number of Students	Students Count Based on Estimate	CEP Percentage
20913	GENERAL NASH ELEMENTARY SCHOOL	Urban	364	N/A	
20914	A.M. KULP ELEMENTARY SCHOOL	Urban	531	N/A	
20915	HATFIELD ELEMENTARY SCHOOL	Urban	497	N/A	
20916	PENNFIELD MIDDLE SCHOOL	Urban	797	N/A	
20922	OAK PARK ELEMENTARY SCHOOL	Urban	474	N/A	
20923	BRIDLE PATH ELEMENTARY SCHOOL	Urban	572	N/A	
20924	PENNDALE MIDDLE SCHOOL	Urban	1293	N/A	
20926	KNAPP ELEMENTARY SCHOOL	Urban	561	N/A	
20928	YORK AVENUE ELEMENTARY SCHOOL	Urban	298	N/A	
20929	WALTON FARM ELEMENTARY SCHOOL	Urban	617	N/A	
20930	INGLEWOOD ELEMENTARY SCHOOL	Urban	533	N/A	
20934	NORTH PENN SR HIGH SCHOOL	Urban	3039	N/A	
20937	GWYNEDD SQUARE ELEMENTARY SCH	Urban	583	N/A	
20939	MONTGOMERY ELEMENTARY SCHOOL	Urban	683	N/A	
20940	GWYN-NOR ELEMENTARY SCHOOL	Urban	620	N/A	
20941	PENNBROOK MIDDLE SCHOOL	Urban	882	N/A	
20942	NORTH WALES ELEMENTARY SCHOOL	Urban	451	N/A	
16048062	NORTHBRIDGE SECONDARY SCHOOL	Urban	40	N/A	

Related School District NIFs

School District BEN	School District Name	NIF BEN	NIF Name
126228	NORTH PENN SCHOOL DISTRICT	16048061	NORTH PENN SCHOOL DISTRICT WAREHOUSE
126228	NORTH PENN SCHOOL DISTRICT	16031037	NORTH PENN SD EDUCATIONAL SERVICE CENTER
126228	NORTH PENN SCHOOL DISTRICT	16031038	NORTH PENN SD BUS GARAGE

Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
12835	3562	28.0%	Urban	50%	50%	10%

Funding Request for FRN #1699110473

Funding Request Nickname: Switches and associated equipment

Service Type: Internal Connections

Agreement Information - Contract

Contract Number 2016 PA PEPPM Contract

Account Number

User-entered Establishing FCC Form 470# 245730001240230

Service Provider ePlus Technology, Inc. (SPN: 143006553)

Was an FCC Form 470 posted for the product and/or services you are requesting? Yes

Based on State Master Contract? Yes

Award Date May 20, 2016

Based on a multiple award schedule? No

How many bids were received for this contract? 3

Includes Voluntary Extensions? No

What is the service start date? May 24, 2016

Remaining Voluntary Extensions

Total Remaining Contract Length

What is the date your contract expires for the current term of the contract? September 30, 2017

Document Name	Document Description
Quote-21902903.pdf.pdf	

Pricing Confidentiality

Is there a statute, rule, or other restriction which prohibits publication of the specific pricing information for this contract? No

Narrative This FRN is for switches and associated equipment for three middle schools and one high school.

Line Item # 1699110473.001

Product and Service Details

Type of Internal ConnectionData DistributionType of ProductSwitch

MakeCisco SystemsModelWS-C2960X-48TS-L

Is installation included in Price?NoIs the hardware for this FRN lineNo item leased?

Cost Calculation for FRN Line Item # 1699110473.001

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$1,719.95
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$1,719.95
One-time Quantity	x 90
Total Eligible One-time Costs	= \$154,795.50
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$154,795.50
Pre-Discout Extended Eligible Line Item Cost	= \$154,795.50

Recipients of Services

BEN	Name	Amount
20916	PENNFIELD MIDDLE SCHOOL	\$22,359.35
20924	PENNDAL MIDDLE SCHOOL	\$25,799.25
20934	NORTH PENN SR HIGH SCHOOL	\$85,997.50
20941	PENNBROOK MIDDLE SCHOOL	\$20,639.40

Line Item # 1699110473.002

Product and Service Details

Type of Internal ConnectionData DistributionType of ProductSwitch

MakeCisco SystemsModelEDU-C2960X-48FPD-L

Is installation included in Price?NoIs the hardware for this FRN lineNo item leased?

Cost Calculation for FRN Line Item # 1699110473.002

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$3,277.95
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$3,277.95
One-time Quantity	x 68

Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

Total Eligible One-time Costs	= \$222,900.60
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$222,900.60
Pre-Discout Extended Eligible Line Item Cost	= \$222,900.60

Recipients of Services

BEN	Name	Amount
20916	PENNFIELD MIDDLE SCHOOL	\$29,501.55
20924	PENNDAL E MIDDLE SCHOOL	\$42,613.35
20934	NORTH PENN SR HIGH SCHOOL	\$108,172.35
20941	PENNBROOK MIDDLE SCHOOL	\$42,613.35

Line Item # 1699110473.003

Product and Service Details

Type of Internal Connection Data Distribution

Type of Product

Switch

Make Cisco Systems

Model

C2960X-STACK

Is installation included in Price?No

Is the hardware for this FRN lineNo item leased?

Cost Calculation for FRN Line Item # 1699110473.003

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$489.95
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$489.95
One-time Quantity	x 181
Total Eligible One-time Costs	= \$88,680.95
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$88,680.95
Pre-Discout Extended Eligible Line Item Cost	= \$88,680.95

Recipients of Services

BEN	Name	Amount
20916	PENNFIELD MIDDLE SCHOOL	\$13,228.65
20924	PENNDAL E MIDDLE SCHOOL	\$13,718.60
20934	NORTH PENN SR HIGH SCHOOL	\$49,484.95
20941	PENNBROOK MIDDLE SCHOOL	\$12,248.75

Line Item # 1699110473.004

Product and Service Details

Type of Internal Connection

Data Distribution

Type of Product

Switch

Make

Cisco Systems

Model

CAB-STK-E-3M

Is installation included in Price?

No

Is the hardware for this FRN line item leased?

No

Cost Calculation for FRN Line Item # 1699110473.004

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00
Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$123.00
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$123.00
One-time Quantity	x 50
Total Eligible One-time Costs	= \$6,150.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$6,150.00
Pre-Discout Extended Eligible Line Item Cost	= \$6,150.00

Recipients of Services

BEN	Name	Amount
20916	PENNFIELD MIDDLE SCHOOL	\$1,230.00
20924	PENNDAL MIDDLE SCHOOL	\$1,230.00
20934	NORTH PENN SR HIGH SCHOOL	\$2,460.00
20941	PENNBROOK MIDDLE SCHOOL	\$1,230.00

Line Item # 1699110473.005

Product and Service Details

Type of Internal Connection

Data Distribution

Type of Product

Switch

Make

Cisco Systems

Model

SFP-10G-SR-S

Is installation included in Price?

No

Is the hardware for this FRN line item leased?

No

Cost Calculation for FRN Line Item # 1699110473.005

Monthly Cost	
Monthly Recurring Unit Cost	\$0.00
Monthly Recurring Unit Ineligible Costs	- \$0.00
Monthly Recurring Unit Eligible Costs	= \$0.00

One-Time Cost	
One-time Unit Cost	\$266.50
One-time Ineligible Unit Costs	- \$0.00
One-time Eligible Unit Cost	= \$266.50
One-time Quantity	x 70

Monthly Quantity	x 0
Units	0
Total Monthly Eligible Recurring Costs	= \$0.00
Months of Service	x 12
Total Eligible Recurring Costs	= \$0.00

Total Eligible One-time Costs	= \$18,655.00
Summary	
Total Eligible Recurring Costs	\$0.00
Total Eligible One-time Costs	+ \$18,655.00
Pre-Discount Extended Eligible Line Item Cost	= \$18,655.00

Recipients of Services

BEN	Name	Amount
20916	PENNFIELD MIDDLE SCHOOL	\$2,665.00
20924	PENNDALDE MIDDLE SCHOOL	\$3,198.00
20934	NORTH PENN SR HIGH SCHOOL	\$10,127.00
20941	PENNBROOK MIDDLE SCHOOL	\$2,665.00

FRN Calculation for FRN #1699110473

Monthly Charges	
Total Monthly Recurring Charges	\$0.00
Total Monthly Ineligible Charges	- \$0.00
Total Monthly Eligible Charges	= \$0.00
Total Number of Months of Service	x 12
Total Eligible Pre-Discount Recurring Charges	= \$0.00

Total Requested Amount	
Total Eligible Pre-Discount Recurring Charges	\$0.00
Total Eligible Pre-Discount One-Time Charges	+ \$491,182.05
Total Pre-Discount Charges	= \$491,182.05
Discount Rate	50%
Funding Commitment Request	= \$245,591.03

One-Time Charges	
Total One-Time Charges	\$491,182.05
Total Ineligible One-Time Charges	- \$0.00
Total Eligible Pre-Discount One-Time Charges	= \$491,182.05

Connectivity Questions

District/System-wide Internet Access Questions

Does your school district currently aggregate Internet access for the entire district(as opposed to buying Internet access on a building-by-building basis)? Yes

Download Speed 1.00 Download Speed Units Gbps
 Upload Speed 1.00 Upload Speed Units Gbps

Per Entity Basis Questions

Entity Name NORTH PENN SCHOOL DISTRICT Entity Number 126228

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
20913	GENERAL NASH ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment

BEN	Entity Name	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
20914	A.M. KULP ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20915	HATFIELD ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Completely	No barriers
20916	PENNFIELD MIDDLE SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20922	OAK PARK ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20923	BRIDLE PATH ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20924	PENNDALE MIDDLE SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20926	KNAPP ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20928	YORK AVENUE ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20929	WALTON FARM ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20930	INGLEWOOD ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20934	NORTH PENN SR HIGH SCHOOL	1.00	Gbps	1.00	Gbps	Other	Mostly	Outdated equipment
20937	GWYNEDD SQUARE ELEMENTARY SCH	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20939	MONTGOMERY ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20940	GWYN-NOR ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20941	PENNBROOK MIDDLE SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
20942	NORTH WALES ELEMENTARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment
16048062	NORTHBRIDGE SECONDARY SCHOOL	1.00	Gbps	1.00	Gbps	Fiber	Mostly	Outdated equipment

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$491,182.05
Total funding commitment request amount on this FCC Form 471	\$245,591.03
Total applicant non-discount share of the eligible amount	\$245,591.02
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$245,591.02

Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tarified or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

Notice

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Title:	Director of Technology	Name:	Kristen Landis
Phone:	215-853-1070	Email:	landiskc@npenn.org

Address: 401 E HANCOCK ST LANSDALE **Employer:** Kristen Landis
PA 19446 - 3961

Certified Timestamp 25-May-2016 23:46:27 EDT

H. The Applicable Funding Commitment Decision Letter (FCDL) for the PEPPM Mini-Bid (FCC #8)

FDCL - N. Penn (11/7/16)
C2 - PEPPM

BEN	BEN_NAME	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider	Contract Number	Service Start Date	Contract Expiration Date	Award Date	Months Of Service In Funding Year	Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre-Discount Charges	Discount Rate	Committed Amount	Application FCOL Comments	FCOL Comments	Wave Number	Last Allowable Date For One Time Services	Consultant Name	CRN	Consultant Employer Name
126228	NORTH PENN SCHOOL DISTRICT	1699110473	161026788	Funded	Internal Connections	245790001240230	143006533	ePlus Technology, Inc.	2016 PA PEPPM Contract	5/24/2016	9/30/2017	5/20/2016	12	\$0.00	\$491,182.05	\$491,182.05	50.00%	\$245,591.03	The applicant did not submit any RAL corrections.	MR1: Approved as submitted.	20	9/30/2017	Jackie Krall	16065638	Montgomery County Intermediate Unit

FDCL - N. Penn (11/7/16)
C2 - PEPPM

BEN	BEN_NAME	FRN	FCC Form 471	Status	Service Type	Establishing FCC Form 470	SPIN	Service Provider	Contract Number	Service Start Date	Contract Expiration Date	Award Date	Months Of Service In Funding Year	Total Eligible Recurring Charges	Total Eligible One Time Charges	Total Pre-Discount Charges	Discount Rate	Committed Amount	Application FCOL Comments	FCOL Comments	Wave Number	Last Allowable Date For One Time Services	Consultant Name	CRN	Consultant Employer Name
126228	NORTH PENN SCHOOL DISTRICT	1699110473	161026788	Funded	Internal Connections	245780001240230	143006535	ePlus Technology, Inc.	2016 PA PEPPM Contract	5/24/2016	9/30/2017	5/20/2016	12	\$0.00	\$491,182.05	\$491,182.05	50.00%	\$245,591.03	The applicant did not submit any RAL corrections.	MR1: Approved as submitted.	20	9/30/2017	Jackie Krall	16005638	Montgomery County Intermediate Unit

- I. <https://sites.google.com/a/npenn.org/npenn1to1/>.
This is a link to the North Penn School District's website that articulates the North Penn School District's vision to provide the infrastructure needed to support Year 1 of North Penn School District's Digital Learning Initiative. This website demonstrates the North Penn School District's funding need for the E-rate discount as this initiative included the addition of 4800 wireless devices.